

SOLICITATION/CONTRACT				REQUISITION NUMBER N66604-3084-01Q4		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO-07		PAGE 1 OF 36			
BIDDER/OFFEROR TO COMPLETE BLOCKS 11, 13, 15, 21, 22, & 27. Control, POC Name: 034494, garandcw													
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. SOLICITATION NUMBER N66604-03-R-4494		5. SOLICITATION TYPE SEALD BIDS (IFB) <input type="checkbox"/> NEGOTIATED (RFP) <input checked="" type="checkbox"/>		6. SOLICITATION ISSUE DATE 2003 JUL 31					
7. ISSUED BY Commercial Acquisition Department, Building 11 Naval Undersea Warfare Center Division, Newport Code 591 , Simonpietri Drive Newport, RI 02841-1708 GarandCW@npt.nuwc.navy.mil				CODE N66604		8. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: 100% FOR <input type="checkbox"/> SMALL BUSINESS LABOR SURPLUS AREA CONCERNS COMBINED SMALL BUSINESS & LABOR SURPLUS AREA CONCERNS OTHER: NAICS CODE 541330 SIZE STANDARD \$23M		NO COLLECT CALLS					
9. SOLICITATION: SEALED OFFERS IN ORIGINAL AND 2 COPIES WILL BE RECEIVED BY THE ISSUING OFFICE IDENTIFIED IN BLOCK 7, UNTIL 2:00 P.M. (LOCAL TIME ZONE) ON 2003 SEP 02 . LATE OFFERS ARE SUBJECT TO LATE BID OR PROPOSAL PROVISIONS INCORPORATED HEREIN. ALL OFFERS ARE SUBJECT TO SUCH PROVISIONS, REPRESENTATIONS, CERTIFICATIONS AND SPECIFICATIONS AS ARE ATTACHED OR INCORPORATED BY REFERENCE. SEE PROVISION L1 or L2 FOR SPECIFIC INSTRUCTIONS.													
10. ITEMS TO BE PURCHASED (BRIEF DESCRIPTION) <input type="checkbox"/> SUPPLIES <input checked="" type="checkbox"/> SERVICES AUTEC MINEFIELD & SHALLOW WATER RANGE (ASWRM) CABLE INSTALLATION													
11. IF OFFER IS ACCEPTED BY THE GOVERNMENT WITHIN _____ CALENDAR DAYS (60 CALENDAR DAYS UNLESS OFFEROR INSERTS A DIFFERENT PERIOD) FROM THE DATE SET FORTH IN BLOCK 9 ABOVE. THE CONTRACTOR AGREES TO HOLD ITS OFFERED PRICES FIRM FOR THE ITEMS SOLICITED HEREIN AND TO ACCEPT ANY RESULTANT CONTRACT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN.						12. ADMINISTERED BY _____ CODE _____							
13. CONTRACTOR OFFEROR CODE _____ FACILITY CODE _____						PAS# _____ SCD _____							
TELEPHONE NO. _____ DUNS NO. _____						14. PAYMENT WILL BE MADE BY _____ CODE _____							
<input type="checkbox"/> CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER						SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK: 14							
15. PROMPT PAY DISCOUNT						16. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION 10 U.S.C. 2304 (C) <input type="checkbox"/> 41 U.S.C. 253 (C) <input type="checkbox"/>							
17. ITEM NO.		18. SCHEDULE OF SUPPLIES/SERVICES				19. QUANTITY		20. UNIT		21. UNIT PRICE		22. AMOUNT	
		(SEE PAGE 2)											
23. ACCOUNTING AND APPROPRIATION DATA												24. TOTAL AWARD AMOUNT (FOR GOVT. USE ONLY)	
25. <input type="checkbox"/> CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY CONTINUATION SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.												26. <input type="checkbox"/> AWARD OF CONTRACT: YOUR OFFER ON SOLICITATION NUMBER SHOWN IN BLK 4 INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: ALL ITEMS	
27. SIGNATURE OF OFFEROR/CONTRACTOR						28. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)							
NAME AND TITLE OF SIGNER (TYPE OR PRINT)						DATE SIGNED		NAME OF CONTRACTING OFFICER				DATE SIGNED	

NO RESPONSE FOR REASONS CHECKED			
<input type="checkbox"/>	CANNOT COMPLY WITH SPECIFICATIONS		<input type="checkbox"/> CANNOT MEET DELIVERY REQUIREMENT
<input type="checkbox"/>	UNABLE TO IDENTIFY ITEM(S)		<input type="checkbox"/> DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
<input type="checkbox"/>	OTHER (Specify)		
<input type="checkbox"/>	WE DO	<input type="checkbox"/>	WE DO NOT, DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED
NAME AND ADDRESS OF FIRM (Include Zip Code)			SIGNATURE
			TYPE OR PRINT NAME AND TITLE OF SIGNER

FROM:

AFFIX
STAMP
HERE

TO: Commercial Acquisition Department, Building 11

Naval Undersea Warfare Center Division, Newport

Code 591, Simonpietri Drive

Newport, RI 02841-1708

SOLICITATION NO. N66604-03-R-4494

DATE AND LOCAL TIME 2003 Sep 02 - 2:00 P.M.

SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

B12 SUPPLIES/SERVICES AND PRICES - CPFF COMPLETION

This is a Cost Plus Fixed Fee (Completion Form) contract. The Contractor shall perform the work specified below and in Section C. For work performed hereunder, the Contractor shall be reimbursed in accordance with the provisions of the clauses herein entitled, Allowable Cost and Payment (FAR 52.216-7) and Fixed Fee (FAR 52.216-8).

ITEM	DESCRIPTION	QTY	UNIT	AMOUNT
0001	Installation efforts per the Statement of Work (SOW), Attachment #1.	1	JO	
		Estimated Cost:		\$ _____ *
		Fixed Fee:		\$ _____ *
		Total CPFF:		\$ _____ *
0002	DATA per Exhibit "A", Contract Data Requirements List (CDRL), DD Form 1423.	1	LO	
		Estimated Cost:		\$ _____ *
		Fixed Fee:		\$ _____ *
		Total CPFF:		\$ _____ *

* Offeror shall insert amounts.

B36 OFFERS FOR LESS THAN THE TOTAL QUANTITY ARE UNACCEPTABLE

Offers for less than the total quantity for all items specified are UNACCEPTABLE.

B50 PAYMENT OF FIXED FEE - COMPLETION

(a) The fixed fee specified herein, subject to any adjustment required by other provisions of this contract, will be paid in installments to be paid at the time of each provisional payment on account of the allowable cost, the amount of each such payment of fee to be in the same ratio to the total fixed fee as the related provisional payment on account of allowable cost is to the total estimated cost of the order. The balance of the fixed fee will be paid in accordance with other clauses of this contract.

(b) Withholding. As provided in the clause entitled, Fixed Fee (FAR 52.216-8), the Contracting Officer hereby withholds 15% of all fixed fee payable under the contract up to the stated maximum of \$100,000. Invoices submitted under the contract shall indicate fixed fee withheld.

SECTION C DESCRIPTION / SPECIFICATIONS/WORK STATEMENT

C11 STATEMENT OF WORK

SERVICES are to be performed in accordance with the Statement of Work, Attachment #1.

C25 ACCESS TO GOVERNMENT SITE (DEC 2001)

(a) Contractor personnel shall comply with all current badging and security procedures required to gain access to any Government site. Access to Naval Undersea Warfare Center Division, Newport sites may only be gained by obtaining a badge (either permanent or temporary) from the security office.

(b) The contractor shall ensure that each contractor employee reads the pamphlet entitled, "Safety and Occupational Health Information for Contractors and Visitors" prior to commencing performance at any NUWCDIVNPT site. Contact Code 552 at 401-832-3534 or 5890 in Newport, RI.

(c) The contractor shall ensure that each contractor employee reads the document entitled, "NUWC Environmental Policy" prior to commencing performance at any NUWCDIVNPT site. This document is available at <https://www.npt.nuwc.navy.mil/envpol00.htm>.

(d) The contractor shall ensure that each contractor employee who is resident at any NUWCDIVNPT site completes ISO 14001 Awareness training within 30 days of commencing performance at that site. This training is available on the ISO 14001 webpage on the NUWCDIVNPT Intranet.

(e) The contractor shall remove from the Government site any individual whose presence is deemed by the Commander, NUWCDIVNPT, to be contrary to the public interest or inconsistent with the best interests of national security.

SECTION D PACKAGING AND MARKING

D20 DELIVERY OF DATA (SEP 2001)

(a) Data furnished hereunder shall be adequately packaged to assure safe delivery at destination.

(b) Transmittal of classified information by mail shall be in accordance with the National Industrial Security Program Operating Manual (NISPOM) for Safeguarding Classified Information (DOD 5220.22-M).

(c) All copies of CDRL items under this contract, regardless of distribution, shall be marked on the report cover with the following information:

Naval Undersea Warfare Center Division, Newport
Contract, and ELIN Numbers
Report Title
Date of Report
Contractor Name (division which generated the report)

D24 PROHIBITED PACKING MATERIALS

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

D25 HAZARDOUS MATERIAL

Hazardous materials to be shipped by any mode or combination of modes of transportation shall be prepared (properly classed, described, packaged, marked, labeled, transport vehicle placarded, etc.) for shipment in accordance with MIL-STD-129 and all applicable government and carrier regulations in effect at time of shipment.

<u>TYPE OF SHIPMENT</u>	<u>APPLICABLE REGULATIONS</u>
1. Domestic	A
2. Domestic Air Commercial	A,B,C
3. Domestic Air Military	A,F
4. Export Surface	A,E,G
5. Export Air Commercial	A,D,G
6. Export Air Military (MAC)	F,G

LIST OF REGULATIONS

- A. Code of Federal Regulations Title 49 Transportation Parts 100-199
- B. Official Air Transport Restricted Articles Tariff No. 6-D C.A.B. 82
- C. Official Air Transport Restricted Articles Circular No. 6-D
- D. International Air Transport Association Restricted Articles Regulations
- E. International Maritime Dangerous Goods Code
- F. Air Force Regulation 71-4 Preparation of Hazardous Materials for Military Air Shipment
- G. Export shipments are also subject to the domestic regulations indicated to the port of embarkation.

SECTION E INSPECTION AND ACCEPTANCE

The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.246-5	INSPECTION OF SERVICES - COST REIMBURSEMENT	(APR 1984)
252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	(MAR 2003)

E14 INSPECTION AND ACCEPTANCE OF SERVICES

The Contracting Officer's Representative (COR) or the Alternate COR, as evidenced by a signed Certificate of Final Acceptance (COFA) memorandum, shall perform inspection and acceptance of the services being furnished. The COFA shall be signed only by the COR or Alternate COR designated in clause G17.

NOTE: Final Acceptance for the completion of the installation and the inspection survey, is defined as the ship has returned from sea, equipment removed and mobilization site cleaned and closed.

E15X WITNESS OF INSPECTION OR TESTS

Because of the critical nature of the material being installed hereunder, two (2) representatives of the Naval Undersea Warfare Center Division, Newport are available to furnish technical assistance on quality control matters and shall have the option of conducting Quality Assurance surveillance of inspections and tests performed by the Contractor. The surveillance will be performed in conjunction with the Defense Contract Management Agency (DCMA) Quality Assurance representative, if assigned, and does not abrogate the responsibility or authority of such DCMA representative.

SECTION F DELIVERIES OR PERFORMANCE

The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.242-15	STOP-WORK ORDER - ALT I (APR 1984)	(AUG 1989)
52.247-34	F.O.B. DESTINATION	(NOV 1991)

F19 DELIVERY AND INSTALLATION

The cable to be furnished hereunder shall be delivered and installed by the Contractor at Little Stirrup Cay, Bahamas & Portsmouth, VA. The Contractor shall pay all transportation and installation charges.

F21 COMPLETION DATE

Services to be furnished hereunder shall be performed and completed by 180 Days from Date of Award of contract.

F22 DELIVERY OF DATA (JUL 2001)

The contractor shall deliver data items in accordance with the directions set forth on the DD Form 1423, Contract Data Requirements List (CDRL), which is an exhibit to this contract. Any change in the delivery of data must be made by a formal contract modification.

F30 PLACE OF PERFORMANCE (SEP 2001)

(a) Work will be performed at the Contractor's facility or other locations, as required by the statement of work. For indefinite delivery type contracts, the individual orders may specify locations where work shall be performed. These sites are likely to include, but are not limited to the following locations: Little Stirrup Cay, Bahamas & Portsmouth, VA

(b) Sea travel and work aboard Government warships or vessels may be required. The Contractor must obtain boarding authorization from the Commanding Officer prior to boarding any U.S. Naval warship or vessel.

(c) The Contractor is responsible for making all needed arrangements for its personnel. This includes but is not limited to travel reservations, medical examinations, immunization, passports, visas, and security clearances.

(d) Travel outside the continental United States may be required; see Section I for clauses relating to overseas travel.

F40 CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS) (AUG 1999)

(a) Pursuant to FAR 42.1502, this contract is subject to DoD's Contractor Performance Assessment System (CPARS). CPARS is an automated centralized information system accessible via the Internet that maintains reports of contractor performance for each contract. CPARS is located at <http://www.nslcptsmh.navsea.navy.mil/>. Further information on CPARS is available at that web-site.

(b) Under CPARS, the Government will conduct annual evaluations of the contractor's performance. The contractor has thirty (30) days after the Government's evaluation is completed to comment on the evaluation. The opportunity to review and comment is limited to this time period and will not be extended. Failure to review the report at this time will not prevent the Government from using the report.

(c) The CPARS system requires the Government to assign the contractor a UserID and password in order to view and comment on the evaluation. Provide the name(s) of at least one individual (not more than three) that will be assigned as your Defense Contractor Representative for CPARS.

<u>Name</u>	<u>Phone</u>	<u>E-mail Address (optional)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

SECTION G CONTRACT ADMINISTRATION DATA

G1 SUBMISSION OF INVOICES -- COST REIMBURSEMENT (MAY 2001)

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and four (4) copies, to the contract auditor at the following address: See clause G12, Cognizant DCAA, unless waived by DCAA. If Electronic Cost Reporting and Financial Tracking (eCraft) is applicable to this contract, provide duplicate information to eCraft.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each order. There shall be a lapse of no more than 30 calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

(e) A DD Form 250, "Material Inspection and Receiving Report", is not required.

(f) A Certificate of Performance is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract. The Government may indicate final acceptance on DD Form 250 or by other appropriate means such as a Certificate of Final Acceptance.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, costs will be allocated on a first-in first-out basis. For example, invoice ACRN A1 until fully expended, followed by ACRN A2 until fully expended, followed by ACRN A3 until fully expended, etc.

G10 CONTRACTUAL AUTHORITY AND COMMUNICATIONS (SEP 2001)

- (a) Except as specified in subparagraph (b) below, no order, statement, or conduct of any Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause of this contract.
- (b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.
- (c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof.
- (d) The Government reserves the right to administratively transfer authority over this contract from the individual named below to another Contracting Officer at any time.
- (e) (For Indefinite Delivery contracts only) Ordering Officers are Contracting Officers of the Naval Undersea Warfare Center Division, Newport. However, their authority extends only to the order that they sign.
- (f) The address and telephone number of the Contracting Officer is:

Name: Ms. C.W. Garand, Code 5911E

Address: Commercial Acquisition Department, Building 11
Naval Undersea Warfare Center Division, Newport
Code 591
Simonpietri Drive
Newport, RI 02841-1708

Telephone: Commercial: 401-832-1486; DSN: 920-1486 Office Fax: 401-832-4820

Email: GarandCW@npt.nuwc.navy.mil

G11 CONTRACT ADMINISTRATION FUNCTIONS (SERVICES)

- (a) The cognizant Administrative Contracting Office for this contract is identified in Block 12 on page one of this contract.
- (b) **PCO RETAINED FUNCTIONS.** The Procuring Contracting Officer (PCO) retains the administrative functions described in FAR 42.302(a) and listed below. These functions will be accomplished as set forth in the Contract Administration Plan or Contract Administration Master Plan, as applicable, Attachment #4.
- (3) Conduct post-award orientation conferences.
 - (40) Perform engineering surveillance to assess compliance with contractual terms for schedule, cost, and technical performance in the areas of design, development, and production.
 - (44) Perform engineering analyses of contractor cost proposals.
 - (45) Review and analyze contractor-proposed engineering and design studies and submit comments and recommendations to the contracting office, as required.
 - (46) Review engineering change proposals for proper classification, and when required, for need, technical adequacy of design, producibility, and impact on quality, reliability, schedule, and cost; submit comments to the contracting office.
 - (47) Assist in evaluating and make recommendations for acceptance or rejection of waivers and deviations.
- (c) **ACO DELEGATED FUNCTIONS.** The Administrative Contracting Officer (ACO) is delegated the following functions:
- (1) All other functions of FAR 42.302(a) *except* (3), (40), (44), (45), (46), and (47).

(2) The function of FAR 42.302(b)(4); negotiating and executing supplemental agreements providing for the deobligation of unexpended dollar balances considered excess to known contract requirements, and for the crediting of any overpayments made to the contractor. Attach a copy of the modification to the DD 1594 and forward to the PCO address (Attn: Code 5912 -- CLOSEOUT)

(3) The function of FAR 42.302(b)(6).

(d) If the ACO identifies a contract administration problem, the remedy for which is not covered by the above, the ACO shall request the PCO to delegate additional functions as necessary. The PCO may delegate authority by letter.

G12 COGNIZANT DCAA

The cognizant DCAA for this contract is:

Office: * _____
Address: _____

Telephone: _____

* Offerors should fill in the above information, if known.

G14 CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE (APR 2003)

Fill in the information required below. The contractor's senior technical representative, point of contact for performance under this contract is:

Name: _____
Title: _____
Mailing Address: _____
E-mail Address: _____
Telephone: _____ FAX: _____

G15 NOTE TO PAYMENT OFFICE - ADDRESS OF PAYEE

The Paying Office will mail payments to:

* _____

* Offerors should complete the above if they wish payments to be sent to an address other than that shown on the contract face. Invoices should also specifically inform the paying office of this address.

G16 NOTE TO PAYMENT OFFICE - PAYMENT BY ACRN (MAY 2001)

In the event the contractor does not identify the specific ACRN (or the related SLIN) being invoiced, the paying office is directed to pay the invoice by assigning the ACRN on a first-in first-out basis. For example, pay from ACRN A1 until fully expended, followed by ACRN A2 until fully expended, followed by ACRN A3 until fully expended, etc. If necessary, the paying office should assign the appropriate SLIN.

G17 COR APPOINTMENT

(a) The Contracting Officer hereby appoints the following individual as the Contracting Officer's Representative (COR) for this contract:

COR: Name: TBD Code: _____

Mailing Address: Naval Undersea Warfare Center Division, Newport
1176 Howell Street
Building: Room:
Newport, RI 02841-1708

Telephone: Commercial: (401) 832- ; DSN: 920-

(b) The COR is responsible for those specific functions assigned in the Contract Administration Master Plan, or Contract Administration Plan as applicable, Attachment #4.

(c) Alternate COR. In the absence of the COR named above, all responsibilities and functions assigned to the COR shall be the responsibility of the Alternate COR acting on behalf of the COR. The Contracting Officer hereby appoints the following individual as the Alternate COR.

ALT.COR: Name: TBD Code: _____

Telephone: Commercial: (401) 832- ; DSN: 920-

(d) Only the Contracting Officer has the authority to modify the terms of the contract. Therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the Government. If, in the opinion of the contractor, an effort outside the existing scope of the contract is requested, the contractor shall promptly notify the PCO in writing. No action shall be taken by the contractor unless the PCO or ACO has issued a formal modification.

G22 COST ACCOUNTING STANDARDS ADMINISTRATION

A copy of this contract has been furnished to the Contract Administration Office cognizant of the Contractor's facility for administration of the Cost Accounting Standards provisions contained herein.

SECTION H SPECIAL CONTRACT REQUIREMENTS

H21 LIABILITY INSURANCE

The following types of insurance are required in accordance with the clause entitled, Insurance - Liability To Third Persons (FAR 52.228-7), and shall be maintained in the minimum amounts shown:

- (1) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury. No property damage general liability insurance is required.
- (2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage. Comprehensive form of policy is required.
- (3) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

H50 SUBCONTRACTING PLAN

The Contractor's Small Business and Small Disadvantaged Business Subcontracting Plan dated TBD , number is determined to be acceptable and is hereby incorporated by reference. The Contracting Officer shall furnish a copy of the approved plan to the Administrative Contracting Officer (ACO). The ACO shall monitor contractor compliance.

H61 GOVERNMENT FURNISHED PROPERTY (GFP) (SEP 2001)

(a) The Government shall furnish Government property to the Contractor for use in connection with this contract.

- (1) Government Furnished Equipment (GFE), Government Furnished Material (GFM) and Government facilities shall be made available for contractor's use as identified in Attachment 6, entitled, Government Property Made Available. The property shall be made available, free of expense to the Contractor, in the quantities and at the times specified at the following location: See Attachments #1 & 6 .

(2) Government Furnished Information (GFI) shall be provided as identified in the Statement of Work and specifications. Unless specified otherwise, GFI will be furnished within 30 days after contract award.

(b) Only the identified items, in the quantity shown, will be furnished by the Government; however, additional Government property may be made available for use on individual orders. All other material required for the performance of this contract shall be furnished by the Contractor. GFP furnished under this contract is for use exclusively under this contract unless specified otherwise in writing by the Contracting Officer.

(c) All Government Property furnished under this contract shall be returned to NUWCDIVNPT at the completion of the contract unless otherwise specified. The Contractor shall immediately advise the Contracting Officer, in writing, of any property lost, damaged, or transferred out of the Contractor's possession.

H71 CONTROL OF TECHNICAL DATA (JUN 2002)

(a) The Contractor shall distribute data items according to the distribution shown on the Contract Data Requirements List(s) (CDRL), provided as an Exhibit to this contract. The Contractor shall not distribute, release, or show data items or other technical data to third parties except with the written permission of the Contracting Officer.

(b) All copies of CDRL items under this contract, regardless of distribution, shall be marked on the report cover with the following information:

- (1) Naval Undersea Warfare Center Division, Newport
- (2) Contract, Order, and ELIN Numbers
- (3) Report Title
- (4) Date of Report
- (5) Contractor (division which generated the report)

(c) Release of all technical data is subject to NUWCDIVNPT INSTRUCTION 5570.1G, OPNAVINST 5510.161 and DoD Directive 5230.25 (or appropriate superseding document).

H81 TRAVEL COSTS AND RESPONSIBILITIES

(a) Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the Contractor shall be responsible for making all needed arrangements for his personnel. This includes, but is not limited to, medical examinations; immunizations; passports, visas, etc. and security clearances. If any work will take place on a U.S. Navy vessel, the Contractor shall obtain boarding authorization for all contractor personnel from the Commanding Officer of the vessel. Authorization shall be obtained prior to boarding.

(b) The Government will reimburse the Contractor for allowable travel costs incurred by the Contractor in performance of the contract in accordance with FAR subpart 31.2 or 31.3 as applicable.

SECTION I CONTRACT CLAUSES

The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	(DEC 1991)
52.202-1	DEFINITIONS	(DEC 2001)
52.203-3	GRATUITIES	(APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES	(APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	(JUL 1995)
52.203-7	ANTI-KICKBACK PROCEDURES	(JUL 1995)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	(JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	(JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	(JUN 1997)
252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	(MAR 1999)

52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	(AUG 2000)
252.204-7000	DISCLOSURE OF INFORMATION	(DEC 1991)
252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	(DEC 1991)
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	(APR 1992)
252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	(MAR 2000)
252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	(DEC 1991)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	(JUL 1995)
252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	(NOV 1995)
252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	(MAR 1998)
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	(SEP 1990)
52.215-2	AUDIT AND RECORDS - NEGOTIATION	(JUN 1999)
52.215-8	ORDER OF PRECEDENCE -- UNIFORM CONTRACT FORMAT	(OCT 1997)
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA -- MODIFICATIONS	(OCT 1997)
52.215-13	SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS	(OCT 1997)
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	(OCT 1997)
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52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	(DEC 2001)
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52.230-2	COST ACCOUNTING STANDARDS	(APR 1998)
52.230-4	CONSISTENCY IN COST ACCOUNTING PRACTICES	(AUG 1992)
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	(NOV 1999)
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52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	(APR 1984)
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52.242-3	PENALTIES FOR UNALLOWABLE COSTS	(MAY 2001)
52.242-4	CERTIFICATION OF INDIRECT COSTS	(JAN 1997)
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52.243-2	CHANGES - COST REIMBURSEMENT - ALT I (APR 1984)	(AUG 1987)
252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	(MAR 1998)
52.244-2	SUBCONTRACTS – ALT I (AUG 1998)	(AUG 1998)
52.244-5	COMPETITION IN SUBCONTRACTING	(DEC 1996)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	(MAY 2002)
252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	(MAR 2000)
52.245-5	GOVERNMENT PROPERTY (COST REIMBURSEMENT, TIME AND MATERIAL, OR LABOR-HOUR CONTRACTS) (DEV)	(JAN 1986)
252.245-7001	REPORTS OF GOVERNMENT PROPERTY	(MAY 1994)
52.246-24	LIMITATION OF LIABILITY - HIGH VALUE ITEMS	(FEB 1997)
52.246-25	LIMITATION OF LIABILITY - SERVICES	(FEB 1997)
252.246-7001	WARRANTY OF DATA	(DEC 1991)
52.247-1	COMMERCIAL BILL OF LADING NOTATIONS para.(a) fill-in: Naval Undersea Warfare Center, Division Newport para.(b) fill-in: Naval Undersea Warfare Center, Division Newport para (b) fill-in: contacting the office identified in block 12 of the SF 1447.	(APR 1984)
252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	(MAY 2002)

252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	(MAR 2000)
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52.249-6	TERMINATION (COST REIMBURSEMENT)	(SEP 1996)
52.249-14	EXCUSABLE DELAYS	(APR 1984)
52.253-1	COMPUTER GENERATED FORMS	(JAN 1991)

I52-2 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

SECTION J LIST OF ATTACHMENTS

J10 LIST OF ATTACHMENTS

<u>EXHIBIT</u>	<u>TITLE</u>	<u>PAGES</u>
"A"	DD Form 1423, Contract Data Requirements List	7

ATTACHMENT

1	ASWRM – Statement of Work	17
2	Not Applicable to this Solicitation	-
3	Not Applicable to this Solicitation	-
4	Contract Administration Master Plan (CAMP)	2
5	Certificate of Performance	1
6	Government Furnished Property List	1
7	Salient Characteristics of the Cable	1
8	Not Applicable to this Solicitation	-
9	Not Applicable to this Solicitation	-
10	Cost Summary	1
11	Not Applicable to this Solicitation	-
12	Comments in the interest of Competition	1

**SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS
OF OFFERORS OR RESPONDENTS**

The following solicitation provisions are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	(APR 1991)
252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	(APR 2003)
252.225-7032	WAIVER OF UNITED KINGDOM LEVIES - EVALUATION OF OFFERS	(APR 2003)

K16 OFFEROR DATA (APR 2002)

(a) Offerors shall provide the data requested below. Provide the data for each subcontractor exceeding \$100,000.

(b) Contractor Identification Data.

DUNS Number _____

CAGE Code _____

(b) Contractor Systems Approval Data. Explain any disapproval, or approval pending, etc. in the cost proposal.

(1) Accounting System (All contracts other than Firm Fixed Price)

Date Submitted _____ Date Approved _____ By _____

Limitations _____

(2) Cost Accounting Standards Disclosure Statement (Large Businesses Only)

Date Submitted _____ Date Approved _____ By _____

Latest Revision of CASB

Date Submitted _____ Date Approved _____ By _____

Potential Non-Compliances (As notified by ACO) _____

(3) Purchasing System (See FAR 44.302)

Date Submitted _____ Date Approved _____ By _____

(4) Forward Pricing Rate Agreement (If Applicable)

Date Submitted _____ Date Approved _____ By _____

(5) Facilities Clearance (Security) (If Required by DD Form 254)

Date Submitted _____ Date Approved _____ By _____

(c) Contract Administration Data. Identify the cognizant Defense Contracting Management (DCM) Agency and Defense Contract Audit Agency (DCAA) offices.

DCM Office _____

ACO (or POC) Name and Telephone _____

DCAA Office _____

Auditor (or POC) Name and Telephone _____

K04-3 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government;

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(f) Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name: _____

TIN: _____

**K04-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (FAR 52.204-5)
(MAY 1999)**

(a) *Definition.* "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ☐ is, ☐ is not a women-owned business concern.

**K09-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,
AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (DEC 2001)**

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐, are not ☐, presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐, have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐, are not ☐, presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.

(ii) The Offeror has ☐, has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K09-001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (DFARS 252.209-7001) (MAR 1998)

(a) Definitions. As used in this provision--

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares", "street names", or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm such as director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) Prohibition on award. In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) Disclosure. If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include-

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each Government.

K15-6 PLACE OF PERFORMANCE (FAR 52.215-6) (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend [*check applicable box*] to use one or more plants or facilities at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance
(Street Address, City,
County, State, Zip Code)

Name and Address of Owner and
Operator of the Plant or Facility
if other than offeror or respondent

**K19-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (APR 2002) – ALT I
(APR 2002)**

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is set forth in block 8 of the SF 1447, Page 1 of this solicitation.

(2) The small business size standard is set forth in block 8 of the SF 1447, Page 1 of this solicitation.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(6) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that –

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

☐ Black American.

☐ Hispanic American.

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

“Service-disabled veteran-owned small business concern” -

(1) Means a small business concern -

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern,” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

“Veteran-owned small business concern” means a small business concern -

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern,” means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm’s status as a small, HUBZone small, small disadvantaged or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K19-22 SMALL DISADVANTAGED BUSINESS STATUS (FAR 52.219-22) (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either –

☐ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

☐ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 134 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) ☐ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:

_____ .]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall –

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K22-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)

The offeror represents that–

(a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It ☐ has, ☐ has not, filed all required compliance reports, and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K22-25 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The offeror represents that -

(a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K22-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

K23-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13) (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that---

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or--

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:

(Check each block that is applicable.)-

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);-

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);-

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K25-003 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES (APR 2003)

- (a) The offeror shall submit a Report of Contract Performance Outside the United States, with its offer, if-
- (1) The offer exceeds \$10 million in value; and
 - (2) The offeror is aware that the offeror or a first-tier subcontractor intends to perform any part of the contract outside the United States and Canada that-
 - (i) Exceeds \$500,000 in value; and
 - (ii) Could be performed inside the United States or Canada.
- (b) Information to be reported includes that for-
- (1) Subcontracts;
 - (2) Purchases; and
 - (3) Intracompany transfers when transfers originate in a foreign location.
- (c) The offeror shall submit the report using-
- (1) DD Form 2139, Report of Contract Performance Outside the United States; or
 - (2) A computer-generated report that contains all information required by DD Form 2139.
- (d) The offeror may obtain a copy of DD Form 2139 from the Contracting Officer.

K27-017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (DFARS 252.227-7017) (JUN 1995)

- (a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--
- (1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.
 - (2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.
- (b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.
- (c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.
- (d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions *	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting Restrictions ****
(LIST)*****	(LIST)	(LIST)	(LIST)

* For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

** Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

*** Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

**** Corporation, individual, or other person, as appropriate.

***** Enter "none" when all data or software will be submitted without restrictions.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

K30-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (FAR 52.230-1) (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT - COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and

(ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form Number CASB-DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official where filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official where filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable disclosure statement.

☐ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraphs (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS-ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES

☐ NO

**K47-022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (DFARS 252.247-7022)
(AUG 1992)**

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

☐ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

☐ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

The following solicitation provisions are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS)	(JUN 1999)
252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	(AUG 1999)
52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE check one: ___ DX or <u>X</u> DO rated order	(SEP 1990)
52.214-35	SUBMISSION OF OFFERS IN U. S. CURRENCY	(APR 1991)
52.215-16	FACILITIES CAPITAL COST OF MONEY	(OCT 1997)
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	(FEB 1999)
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	(FEB 1993)
252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	(JUN 1995)
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	(OCT 1997)

L2 OTHER INSTRUCTIONS TO OFFERORS (NOV 1999)

(a) It is the offeror's responsibility to ensure delivery of the proposal to the Bid Depository by the time and date specified on the solicitation form. FAR Provision 52.215-1 provides regulatory guidance concerning the timeliness of bids or proposals. Offerors should read this provision before determining which method of transmittal is appropriate.

(b) Clearly indicate the solicitation number and the closing time and date on the outside of the package containing the offer.

(c) Offerors are cautioned that certain prior approval procedures (e.g., visitor's pass, badging, etc.) must be followed to gain access to the Naval Station Newport. These procedures may cause time delays and are considered part of the responsibility of the offeror.

L3 PRE-AWARD POINT OF CONTACT

The Contract Negotiator assists the Contracting Officer, and is responsible for negotiation of the contract during the pre-award phase. The Contract Negotiator is the preferred point of contact for questions and problem reporting, and should be contacted first for all pre-award matters. The contract negotiator is identified in Block 7 of the SF 1447.

L4 FACSIMILE PROPOSALS AND BIDS NOT AUTHORIZED

Facsimile proposals (bids) are not authorized for this acquisition. "Facsimile proposal (bid)," as used in this solicitation, means a proposal (bid), modification of a proposal (bid), or withdrawal of a proposal (bid) that is transmitted to and received by the Government via electronic equipment that communicates and reproduces both printed and handwritten material.

L5 REQUIREMENTS FOR OFFEROR COMPLETION (APR 2002)

Certain sections of this solicitation require the offeror to provide information. The list that follows indicates the clauses, provisions and attachments that require offeror completion and that may be included in this solicitation. Offerors should review the solicitation carefully and insert relevant data wherever required.

Section A - Forms. SF1447 (Solicitation/Contract). Blocks 11, 13, 15, 21, 22, 27 and the back of the form.

Section B - Supplies/Services and Prices. Clauses B10 through B20

Section F - Deliveries or Performance. Clauses F10 through F17, F40, F11-8, F11-9, F47-33, and F47-60

Section G - Contract Administration Data. Clauses G12, G14, and G15

Section H - Special Contract Requirements. Clause H51

Section I - Contract Clauses. Clauses I08-000, I09-1, I16-2, I16-3, I16-001, I22-48, I23-3, I23-9A, and I23-001

Section K - Representations, Certifications, and Other Statements of Offeror.

All required certifications and representations

Section L - Instructions, Conditions, and Notices to Offerors. Clauses L10, L43, and L14-21A

Section M - Evaluation Factors for Award. Clauses M20, M21, M47-51, M47-51A, M47-51B, and M47-51C

Section J - Attachments. Numbers 2, 8, 10, and 12

L7 NOTICE TO SUBMIT A SUBCONTRACTING PLAN FOR SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS

- (a) The contractor shall, in accordance with the provisions of FAR 52.219-9, submit a subcontracting plan for small business and small disadvantaged business concerns to the PCO with an informational copy provided to the ACO.
- (b) For offers pursuant to a solicitation, the subcontracting plan shall be submitted as part of the Cost Proposal.
- (c) For Letter contracts, the subcontracting plan shall be submitted by the date on which the contractor submits a priced proposal for definitization.

L9 AVAILABILITY OF REQUIRED FORMS AND PUBLICATIONS

- (a) Offerors will need a variety of required Government forms and publications in submitting offers and performing the contract. These are available as specified below; payment may be necessary.

- (1) Forms listed in FAR Section 53 (Standard Forms and Optional Forms) are available per FAR 53.107(b) from the Superintendent of Documents, GPO, Washington, DC 20402. This is the best source of all Federal, non-DoD publications and documents.
- (2) Forms listed in DFARS Section 53 (DD Forms) are available from the same activity as specifications (See Section L, FAR 52.211-2). This is the best source of DoD publications and documents.
- (3) Forms may also be available through the offeror's cognizant Administrative Contracting Officer.
- (4) In addition to Government sources, items may be available from public libraries and commercial sources.

- (b) All NUWC Division, Newport specific forms are attached; see Section J.

L12 DRAWINGS AND SPECIFICATIONS MAY BE RETAINED

The drawing(s) and/or specifications listed in Section J and accompanying this bid or proposal may be retained by the bidder or offeror for future reference.

L16 SUBMISSION OF COST OR PRICING DATA (AUG 2000)

- (a) It is expected that this contract will be awarded based upon a determination that there is adequate price competition; therefore, the offeror is not required to submit certified cost or pricing data with its proposal.
- (b) If, prior to contract award, the Contracting Officer determines that adequate price competition does not exist in accordance with FAR 15.403-1(c)(1), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

L30 PROPOSAL SUBMISSION - GENERAL REQUIREMENTS (MAR 2002)

(a) Offerors must respond to all requirements of the solicitation document. Submit proposals to the address indicated in block 7 of the SF1447.

(b) Proposal Format. This section specifies the format that offerors shall use in submitting proposals in response to this Request For Proposal (RFP). The intent is to provide a certain degree of uniformity in the format of the proposals to ensure a complete, fair and efficient evaluation.

(1) Partition. Offerors are required to submit their proposals in separate parts as follows:

(i) Letter of Transmittal, if any

(ii) Original signed solicitation document with all the required fill-ins completed plus 2 copies ***Do not alter, disassemble, or punch holes in the solicitation document except to remove attached forms that must be completed and included in the proposal.***

(iii) Volume I - Technical Proposal - Include all data and information required for evaluation as set forth in the provision entitled, "Technical Proposal". Exclude any reference to the pricing aspects of the offer.

(iv) Volume II - Cost/Price Proposal - Include all data and information required for evaluation as set forth in the provision entitled, "Cost Proposal".

(v) Page Limits and Copies.

<u>Volume</u>	<u>Maximum Number of Pages</u>	<u>Copies Required</u>
Volume I - Technical	— (Not including Personnel Qualification Sheets, Personnel Data Forms or Past Performance Data, if any.)	Original plus 4 copies
Volume II - Cost	<i>No Limit</i>	Original plus 1 copy

Important Note: Offerors shall not include CLASSIFIED material in the volumes.

(2) General Format and Markings.

(i) The text of the proposal shall be printed single sided on 8 1/2 by 11 inch paper. Pages shall be consecutively numbered. Type size shall be 10 point "Times" font or equivalent, uncompressed and unreduced. Text shall be single-spaced with margins of at least one inch on all sides. Foldout pages up to 11 x 17 inches may be used for diagrams, charts or graphic material with type size(s) left to the discretion of the offeror.

(ii) Provide a Table of Contents in sufficient detail so that the important proposal elements can be easily located. The use of tabs and dividers is encouraged. The proposal Title Page will include all information required in (iii) below plus identification of copies bearing original authorizing signatures.

(iii) The Cost and Technical volumes shall be in standard three-ring loose-leaf binders that can be easily opened and closed. Binders shall be marked as follows:

- Proposal Title
- Proposal Category (Technical or Cost)
- Volume number
- Security classification (Unclassified only)
- RFP number
- Name and address of the offeror
- Serial number/copy number

(iv) Subcontractor data submitted directly to the Government in support of the prime offeror's cost proposal shall follow the format described above. Subcontractor submittals shall prominently identify the prime offeror.

(c) Style.

- (1) Submit a proposal that clearly and concisely describes and defines the contractor's response to the requirements contained in the RFP. General or vague statements such as "standard procedures will be used" or "good engineering practices" will not satisfy this requirement.
- (2) Do not elaborate unnecessarily or provide other presentations beyond that sufficient to present a complete and effective proposal. Elaborate artwork, expensive paper or bindings, and expensive visual or other presentation aids are neither necessary nor desired. Either of these may be construed as an indication of a lack of understanding or cost consciousness.
- (3) Do not repeat information required in the responses in two or more proposal data requirements. Include detailed information in the area of the proposal where it contributes most critically. In other areas where a repeat discussion is necessary, provide a reference to the detailed discussion location.
- (4) Provide all pertinent information in sufficient detail to permit evaluation of the proposal. Provide cross-references so that the Government can trace the various related discussions.

L31 TECHNICAL PROPOSAL (AUG 2001)

(a) Organization.

The technical proposal serves to provide information that will enable government personnel to evaluate proposals and make a determination which proposal provides the best value to the government, based on the criteria set forth in the solicitation.

Offerors shall address the specific technical and cost* proposal aspects requests listed below. NOTE: While the list below is presented in this section for ease of presentation, *Technical* aspects must be addressed separately in the offeror's Technical Proposal, while specific *Cost* data must be segregated and addressed separately in the offeror's Cost Proposal: (*also see Clause L40 - Cost Proposal):

- Unless provided as GFE/GFM, the contractor is responsible for all costs to move the cable from the GFF to the mobilization and staging area (MASA). The contractor shall be responsible for the labor and materials to return any GFM or GFE material to Portsmouth, VA. The contractor shall be responsible for labor, materials and cost to move the cable pan. The contractor shall provide all other necessary materials, vessel(s), boat(s), diving equipment, safety equipment, tools, machinery, crane's, vehicles, services and labor required to install the cable. It is the contractor's responsibility to provide the means to successfully install the cable.
- The contractor shall be responsible for all facets of the installation vessel(s). This shall include vessels, boats, barges, inflatable boats, etc., to support all tasks within the Statement of Work. Accommodations, berthing, meals and incidentals shall be provided on the vessels for two government employees. On vessels that do not required overnight berthing such as small boats, accommodations for one government person shall be made.
- In anticipation, the government will provide common assets available at the Portsmouth, VA. GFF such as a temporary cable crib, cable transport machines, forklifts, small cranes (maximum material weight of 10-tons), equipment operators and etc. The contractor as part of their proposal shall request the common assets that they may be require. The government will provide concurrence prior to contract award if the requested common asset will be made available as GFE.
- The Contractor shall be responsible for all facets and cost of the on-site installation including shipping, equipment leases, and coordination of the overall activity.
- In anticipation that there will be an excusable delay as defined in the Statement of Work, the contractor shall propose the fully burdened at-sea daily cost rate.

The technical proposal shall be divided into the following sections:

- o **Technical Approach/Capability**
- o **Past Performance**

The contents to be addressed in each section are presented below:

(b) Technical Approach.

This section shall contain a comprehensive discussion of the offeror's proposed technical approach and work plans for performing the contract. The required detailed sections of the technical proposal and the content of each section to be submitted in the following order shall be as follows:

1. **Cable Deployment and burial** – The contractor shall describe the cable deployment methodology. They shall also describe the method of cable burial in context of the cable deployment, i.e. post lay burial, concurrent lay and burial and etc. The contractor shall specifically address how they will bury cable along the route sections that have a hardness of 5-MegaPascals. The contractor shall describe how the cable will be buried with geological changes from sand to rock and back to sand and etc. The contractor shall specifically list and describe the facilities/equipment leases/subcontractors that shall be utilized to accomplish this task. The contractor must name the exact equipment that will perform the burial operation and illustrate that the named facility/equipment/subcontractor can satisfy this burial requirement.
2. **Deployment vessel(s), boat(s) and etc.** – The contractor shall describe the various types of vessels, boats and etc. that are required to accomplish their proposed installation method. The contractor shall propose the mechanism and risk associated with securing these vehicles for this installation. The contractor shall specifically list and describe the facilities/equipment leases/subcontractors that shall be utilized to accomplish this task.
3. **Executive Summary** - This section shall include summarized information regarding the offeror's technical approach and key points such that the contractor demonstrates that the scope of work is understood. This summary will describe the sequence of installation.
4. **Installation Plan** – The contractor shall provide an outline of various tasks that comprise the cable installation. It will provide a representative table of contents that shall be later described in detail during the development of this plan.
5. **Personnel** – The contractor shall identify the personnel positions required for the various phases of the operations. Resumes for the key (i.e. installation director, navigator, etc.) personnel proposed shall be provided.
6. **Cable Schedule and monitoring.** – The contractor shall describe how they shall determine the amount of slack required in the cable to subsequently determine the ultimate cable length. Also included in this section shall be, but not limited to, a description of how cable deployment will be controlled to ensure proper installation and how the ship position along the proposed cable deployment route relates to the amount of cable deployed as well as how much is still onboard.
7. **Cable Preparation for Installation** – The contractor shall identify how the cable shall be prepared for installation. The contractor shall demonstrate how they will transport the assembled cable to the mobilization and staging area.
8. **Mobilization And Staging Area (MASA) mobilization and assembly** - The offeror shall describe, to the maximum extent possible, all MASA mobilization efforts and activities.
9. **In-water Junction Box** – The offeror shall describe, in general terms, there anticipated method of deploying and anchoring the at-sea junction box.
10. **Cable Landing** – The contractor shall describe the proposed method of pulling the cable to shore.
11. **Cable Stabilization** – The contractor shall propose the general method and type of cable stabilization for the near shore surf zone area and the in-water junction box branching cables.
12. **Cable Inspection** – The contractor shall propose the method of post burial inspection to verify that the cable has been buried in accordance with the specification.

(c) Past Performance. In a separate attachment, provide information relevant to cable installations and burial thereof to past performance.

- (1) Provide a list of all (maximum of 10) contracts and subcontracts with a value exceeding \$100,000 that are currently in process or have been completed during the past two years. If the maximum is exceeded, list the 10

most current actions. Contracts listed shall include those entered into with Federal, state or local governments as well as commercial customers. Offerors that are newly formed entities without prior contracts should list contracts and subcontracts as required above for all key personnel. Include the following information for each contract and subcontract:

- Contract Title
 - Date of Award
 - Name of contracting activity or commercial firm
 - Contract number
 - Contract type
 - Total contract value
 - Brief narrative (less than 20 lines) describing your involvement in the effort, complexity, objectives achieved, and types of personnel who performed under the contract. List ships or military systems involved, if any. List major subcontractors. If a contract was unsuccessful please, describe why and what changes have been incorporated to mitigate repeat problematic concerns. Specific reference should be made regarding the cable burial in up 5-MPA of rock hardness.
 - Procuring Contracting Officer* and telephone
 - Administrative Contracting Officer*, if different, and telephone
 - Government Program Manager* or COR, and telephone
- *Or non-Government official with similar duties or rank

(2) Describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, the automobile industry's QS 9000, Sematech's SSQA, or ANSI/EIA-599. Identify what segment of the company (one division or the entire company) received the award or certification and when it was received. If the award or certification is over three years old, present evidence that the qualifications still apply.

(3) Provide similar past performance data for major subcontractors (those performing more than 25% of the effort).

(4) *This paragraph does not apply if the solicitation is conducted under the 8(a) program, or is set-aside for small business concerns. In addition, it applies only if the first two digits of the NAICS Code of this solicitation are 31, 32, 33, 54, 56, 61, or 62.* The Government will evaluate the participation of Small Disadvantaged Business (SDB) concerns in the contract. In order to receive credit for the participation of SDB concerns in the contract, the offeror must provide, with its offer, targets, expressed as dollars and percentages of total contract value, for SDB participation. The targets may provide for participation by a prime contractor, joint venture partner, teaming arrangement member, or subcontractor; however, the targets for subcontractors must be listed separately. The offeror must provide copies of the latest DD294 submitted under the 5 most recent contracts that have an applicable Small Business Subcontracting Plan. Credit under this provision is not available to an SDB concern that qualifies for a price evaluation adjustment under the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, unless the SDB concern specifically waives the price evaluation adjustment.

L40X COST PROPOSAL (JAN 2001)

(a) Content of Cost Proposal (Volume II). Offerors shall submit with their cost proposal a completed Cost Summary Sheet, Attachment #10. The offeror should trace cost data from the supporting data and calculations to the Cost Summary Sheet. The offeror shall supply the most currently available rates for direct labor, overhead, general and administrative expense, and any other factors used in developing the proposal. The offeror shall submit any information reasonably required to explain the estimating process, including:

- (1) The judgmental factors applied and the mathematical or other methods used in the estimate;
- (2) Any contingencies used by the offeror in the cost proposal; and
- (3) A copy and/or pertinent excerpts of the offeror's personnel policies pertaining to compensation plan(s) for professional employees including performance appraisal and salary administration procedures, salary grades

and ranges, summary of basic benefit programs and relocation policies (See 52.222-46, Evaluation of Compensation for Professional Employees).

Note:1. In determining a cost realism position for each offeror, the Government will use any and all available information.

2. Offerors are reminded to address the cost aspects listed in Clause L31.

(b) Labor Costs. Provide full justification for all proposed direct labor rates (unburdened). Provide the current actual hourly wage rate for each key person proposed. Identify the date as of which the actual wage rate is current. If proposed direct labor rates vary from actual wages of key personnel, explain the basis for those rates. Trace proposed direct labor rates to proposed individual personnel.

(1) Traceability is required for the Government to determine the cost realism of the offeror's direct labor costs. Normally the Government determines realistic direct labor costs using actual individual wages for key personnel (unless the offeror invoices category averages) and category average rates for non-key personnel.

(2) Offerors must support any proposed escalation factor with convincing rationale: factual data (including actual direct labor rates for at least three years) and complete supporting data and rationale for out-year escalation projections. In the absence of convincing rationale, the Government will use the current Data Resources Inc. (DRI) recommendation for Professional and Technical Workers in evaluating the offer.

(c) Indirect Costs.

(1) Offerors shall provide data on all indirect rates proposed including beginning and end date of the period covered by the rate and composite rate calculations, if any. Identify clearly the bases to which the rates are applied.

(2) Section B provides a breakout of man-hours by labor category anticipated to be spent at Contractor and Government Sites. Section H identifies office space (if any) at NUWCDIVNPT intended for use by contractor personnel on a long term basis. Offerors that have developed "Off-Site" (Government Site) rates applicable to such circumstances, may apply these rates to the labor costs of appropriate personnel. Other labor costs should be burdened with "On-Site" (Contractor Site) rates.

(d) Material

(1) Offerors will use the following estimates (plus applicable indirect costs) for material and travel costs. These are total cost estimates for the entire contract. For further definition of costs, see the Statement of Work and the clause in Section H entitled "Travel Costs and Responsibilities". Offerors are required to distribute these sums among subcontractors consistent with their technical proposal. Whenever a subcontractor proposes material costs, the subcontractor must fully burden such costs and these costs must be added to the material estimate. Subcontractor proposals shall include a complete listing of all costs other than labor which are charged direct by their company exclusive of travel costs and purchased material that is incorporated into a deliverable item.

(2) Offerors shall include a Material estimate that includes only those items of purchased material which are incorporated into a deliverable product. Offerors shall provide with their cost proposal a complete listing of all items charged direct other than labor. Each offeror shall provide an estimate of the costs applicable to this procurement for each of the items charged direct and a rationale for each. Any category of direct charge which is listed but for which no costs are estimated must include a scenario under which those costs might be incurred under the proposed contract as well as the rationale for not estimating a cost.

(3) Offerors shall include a Travel estimate that includes travel and subsistence for work at alternative work sites as designated in individual orders under the contract and for allowable local travel per the JTR.

(4) The Government's Cost Realism evaluation of these costs may alter the additional costs on the basis of more accurate rate data or a Government Analysis and Estimate of the appropriate added costs. Any such alteration in the evaluated contract pricing will not, however, be reflected in the contract award.

(5) Any offeror having an accounting system that includes, within overhead or G & A, the cost elements of material and travel/subsistence shall specifically state this fact in the cost proposal. This will preclude these costs from being unduly considered in the Government's cost evaluation.

(6) Subcontracts regardless of dollar value shall be adequately documented to facilitate a determination of cost reasonableness using a Cost Summary Sheet. All requirements for the prime contract cost proposal shall be met by the subcontractor as well. Note that compensation for labor paid to any individual who is not a bona fide employee of the offeror is a subcontract.

L46 ELECTRONIC SUBMISSION OF COST DATA (APR 2002)

(a) In addition to the requirements for hard copy proposals, offerors are encouraged to provide a summary of their cost proposal on electronic media using the NUWC Division, Newport Cost Analysis Spreadsheet. This will allow more rapid and accurate cost evaluations, diminishing the time between closing and award.

(b) The NUWC Division, Newport Cost Analysis Spreadsheet is a Microsoft EXCEL 97 Workbook. The file is available for download on the Internet at <http://www.npt.nuwc.navy.mil/contract/POC/analyst.asp> or will be furnished upon request. Requests may be faxed to 401-832-4820 or sent to: Commercial Acquisition Department, Building 11; Naval Undersea Warfare Center Division, Newport; Code 591 (P. Simone), Simonpietri Drive; Newport, RI 02841-1708.

(c) Electronic submission, if prepared, should be included with the offeror's proposal. Cost data may be submitted on other similar programs, but all files must be readable by Microsoft EXCEL 97 without loss of accuracy. Mark submittals with contractor name and RFP number. Submittals should be free of viruses and data unrelated to the proposal. Submittals will not be returned. Subcontractor submittals are encouraged, and may be sent directly to NUWC Division, Newport. Offerors whose cost accounting system does not easily reconcile with the NUWC Division, Newport Cost Analysis Spreadsheet may submit a variant that represents their system.

(d) The Government will limit data access with strict adherence to FAR 15.207.

(e) The Government will compare the electronic data with the data in the proposal; differences will be noted in negotiations. Written data submitted in the proposal shall take precedence over electronic data.

**L11-900 NOTICE TO OFFERORS -- USE OF OZONE DEPLETING SUBSTANCES
(NAPS 5252.211-9000) (AUG 1993)**

(a) In accordance with section 326 of Pub L. 102-484, the Department of Defense is prohibited from awarding any contract which includes a DoD-directed specification or standard that requires the use of a Class I ozone depleting substance (ODS) or that can be met only through the use of such a substance unless such use has been approved by a senior acquisition official (SAO). The SAO approval is based on a technical certification that no suitable substitute for the ODS is currently available.

(b) To comply with this statute, the Navy has screened the specifications and standards associated with this solicitation. To the extent that ODS requirements were revealed by this review they are identified below:

Class I ODS Identified

Specification/Standard

(c) If offerors possess knowledge about any other Class I ODS required directly or indirectly by the specification or standards, the Navy would appreciate such information in your response to this solicitation. Offerors are under no obligation to comply with this request and no compensation can be provided for doing so.

**L15-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (FAR 52.215-1)
(MAY 2001)**

(a) *Definitions.* As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing”, “writing” or “written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.*

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.*

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and –

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government’s control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and

urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part-- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.*

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) The Government may disclose the following information in postaward debriefings to other offerors:
- (i) The overall evaluated cost or price and technical rating of the successful offeror;
 - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
 - (iii) A summary of the rationale for award; and
 - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

L16-1 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates award of a **COST PLUS FIXED FEE – COMPLETION FORM** contract resulting from this solicitation.

L33-2 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the issuing office indicated in Block 7 of the SF 1447.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L52-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

SECTION M EVALUATION FACTORS FOR AWARD

M10 SINGLE AWARD

Due to the interrelationship of supplies and/or services to be provided hereunder, the Government intends to make a single award. The Government reserves the right to make a single award to the offeror whose offer is considered to be in the best interest of the Government, price and other factors considered.

M32 EVALUATION FOR AWARD - BEST VALUE (JUL 2001)

(a) Award will be made to the responsible offeror whose proposal contains the combination of those criteria offering the best overall value to the Government. This will be determined by comparing the difference in value of technical

(non-cost) features of proposals with the difference in the cost to the Government. Offers will be evaluated on two evaluation factors, **TECHNICAL CAPABILITY** and **COST**.

(1) TECHNICAL CAPABILITY SUBFACTORS

- (i) Technical Approach
- (ii) Past Performance

(2) The Technical Capability Subfactors listed above are in descending order of importance with subfactor (i) being 1.5 times more important than (ii). The technical approach is the most important relative weight and ensures the offeror understands this solicitation's scope of work. The offeror must also clearly demonstrate that they have relevant experience and past performance. The experience is whether or not the offeror has performed similar work before. Past performance is the "how well" the work was performed.

(b) Technical Capability is significantly more important than Cost. Although Cost is the less important evaluation factor, it is important and will be seriously considered. The degree of its importance will increase with the degree of equality of the proposals in relation to Technical Capability, or when it is so significantly high as to diminish the value of the technical superiority to the Government.

(c) Technical Capability. The Government will evaluate proposals to assess each offeror's ability to accomplish the technical requirements described herein. Offers will be rated in each subfactor.

(1) Technical approach. The government will evaluate the proposed technical approach to determine if the contractor understands the scope of work, has the proper equipment and technical ability to perform the tasks within the statement of work. The government will evaluate the probability of successful performance, given the risks inherent in the proposal and the feasibility of the proposed techniques.

(2) Past Performance. Past performance will be evaluated as an indicator of the offeror's expected future performance. The currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance are representative of the types of data that may be considered. The Government may contact points of contact listed in the offeror's proposal for the purpose of obtaining additional past performance information. The number of contacts, if any, will be determined by the Government at its discretion. Selection of contacts may be random.

(i) The Government may consider information concerning the offeror's past performance that is not contained in the proposal. This may include information furnished by points of contact not named in the proposal or information from other sources such as commercial rating services.

(ii) In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance

(d) Cost. The Government will evaluate proposed costs by performing a cost realism analysis as described in FAR 15.404-1(d). Material costs will be evaluated using the amounts shown in paragraph (d) of the provision in Section L entitled, Cost Proposal, plus applicable indirect costs.

(e) This paragraph does not apply if the solicitation is conducted under the 8(a) program, or is set-aside for small business concerns. In addition, it applies only if the first two digits of the NAICS Code of this solicitation are 31, 32, 33, 54, 56, 61, or 62. The Government will evaluate the participation of Small Disadvantaged Business (SDB) concerns in the contract. The Government may consider:

- (1) The extent to which SDB concerns are specifically identified;
- (2) The extent of commitment to use SDB concerns;
- (3) The complexity and variety of the work SDB concerns are to perform;
- (4) The realism of the proposal;
- (5) Past performance of offerors in complying with subcontracting plan goals for SDB concerns and monetary targets for SDB participation; and
- (6) The extent of participation of SDB concerns in terms of the value of the total acquisition

CONTRACT DATA REQUIREMENTS LIST (2 DATA ITEMS)

FORM APPROVED
OMB No. 0704-0188

Public reporting for this collection of information is estimated to average 220 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. 0008		B. EXHIBIT "A"		C. CATEGORY TDP TM OTHER A	
D. SYSTEM/ITEM		E. CONTRACT/PR NO. N66604-3084-0104		F. CONTRACTOR	
1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM INSTALLATION - ENGINEERING PLAN			3. SUBTITLE INSTALLATION PLAN	
4. AUTHORITY (Data Acquisition Document No.) DI-QCIC-80509		5. CONTRACT REFERENCE SOW PARA 4.1.1		6. REQUIRING OFFICE NUWC CODE 7	
7. DD 250 REQ. LT	9. DIST STATEMENT REQUIRED D (SEE ADDENDUM)	10. FREQUENCY ONE/R	12. DATE OF FIRST SUBMISSION 60 DACA	14. DISTRIBUTION	
8. APP CODE A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION 15 DARC	a. Addressee	b. Copies
				Draft	Final
				Reg	Repro
16. REMARKS BLK 12: GOVERNMENT WILL REQUIRE 15 DAYS TO REVIEW. BLK 20: CONTRACTOR SHALL SUBMIT A PAPER & ELECTRONIC VERSIONS CAPABLE OF EDITING/REVIEWING DIRECTLY WITHIN THE TEXT				RACETTE, 70	2
15. TOTAL				2	2

1. DATA ITEM NO. A002		2. TITLE OF DATA ITEM TEST/INSPECTION REPORT		3. SUBTITLE CABLE SCHEDULE REPORT	
4. AUTHORITY (Data Acquisition Document No.) DI-NDTI-80809B		5. CONTRACT REFERENCE SOW PARA 4.1.1		6. REQUIRING OFFICE NUWC, CODE 70	
7. DD 250 REQ. LT	9. DIST STATEMENT REQUIRED D (SEE ADDENDUM)	10. FREQUENCY ONE/R	12. DATE OF FIRST SUBMISSION 60 DACA	14. DISTRIBUTION	
8. APP CODE A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION 15 DARC	a. Addressee	b. Copies
				Draft	Final
				Reg	Repro
16. REMARKS BLK 20: CONTRACTOR SHALL SUBMIT A PAPER & ELECTRONIC VERSIONS BLK 12: GOVERNMENT WILL REQUIRE 15-DAYS TO REVIEW				RACETTE, 70	2
15. TOTAL				2	2

G. PREPARED BY <i>Racette</i>		H. DATE 5/14/03	I. APPROVED BY <i>Jacques M. Feirouz</i>	J. DATE 5/14/2003
R. RACETTE			J. FEIROUZ	

17. PRICE GROUP

18 ESTIMATED
TOTAL PRICE

17. PRICE GROUP

18 ESTIMATED
TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST (2 DATA ITEMS)						FORM APPROVED OMB No. 0704-0188	
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A. CONTRACT LINE ITEM NO. 0002		B. EXHIBIT "A"		C. CATEGORY TDP TM OTHER <u>X</u>			
D. SYSTEM/ITEM			E. CONTRACT/PR NO. N66604-3084-01Q4		F. CONTRACTOR		
1. DATA ITEM NO. A003		2. TITLE OF DATA ITEM TEST/INSPECTION REPORT			3. SUBTITLE INSTALLATION REPORT		
4. AUTHORITY (Data Acquisition Document No.) DI-NDTI-80809B			5. CONTRACT REFERENCE SOW PARA 4.3.11		6. REQUIRING OFFICE NUWC CODE 7		
7. DD 250 REQ. LT	9. DIST STATEMENT REQUIRED D (SEE ADDENDUM)	10. FREQUENCY 1TIME	12. DATE OF FIRST SUBMISSION SEE BLK 16	14. DISTRIBUTION			
8. APP CODE N/A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION N/A	a. Addressee	b. Copies		
					Draft	Final	
						Reg	Repro
16. REMARKS							
BLK 20: CONTRACTOR SHALL PROVIDE ELECTRONIC MEDIA ONLY				RACETTE, 70T			
BLK 16: THE SUBMISSION IS DUE 15-DAYS AFTER TASK C COMPLETION							
				15. TOTAL			
				2			

1. DATA ITEM NO. A004		2. TITLE OF DATA ITEM TEST/INSPECTION REPORT		3. SUBTITLE CABLE STABILIZE REPORT							
4. AUTHORITY (Data Acquisition Document No.) DI-NDTI-80809B		5. CONTRACT REFERENCE SOW PARA 4.4.1		6. REQUIRING OFFICE NUWC, CODE 70							
7. DD 250 REQ. LT	9. DIST STATEMENT REQUIRED D (SEE ADDENDUM)	10. FREQUENCY 1TIME	12. DATE OF FIRST SUBMISSION SEE BLK 16	14. DISTRIBUTION							
8. APP CODE N/A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION N/A	a. Addressee	b. Copies						
					Draft						
					Final						
					Reg						
					Repro						
16. REMARKS											
BLK 20: CONTRACTOR SHALL PROVIDE ELECTRONIC MEDIA ONLY											
BLK 16: THE SUBMISSION IS DUE 15-DAYS AFTER TASK D COMPLETION											
15. TOTAL											
2											

G. PREPARED BY <i>Russell A. Rault</i>		H. DATE <i>5/12/03</i>	I. APPROVED BY <i>Jacqueline M. Feirouz</i>	J. DATE <i>5/14/2003</i>
E. RACETTE		J. FEIROUZ		

17. PRICE GROUP
18 ESTIMATED TOTAL PRICE

17. PRICE GROUP
18 ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST (2 DATA ITEMS)						FORM APPROVED OMB No. 0704-0188	
Public reporting for this collection of information is estimated to average 220 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.							
A. CONTRACT LINE ITEM NO. 0002		B. EXHIBIT "A"		C. CATEGORY TDP TM OTHER <u>X</u>			
D. SYSTEM/ITEM		E. CONTRACT/PR NO. N66604-3084-01Q4		F. CONTRACTOR			
1. DATA ITEM NO. A005		2. TITLE OF DATA ITEM CONTRACTOR'S PROG., STATUS & MG, MONTHLY PROGRESS REPORT				3. SUBTITLE	
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-80227		5. CONTRACT REFERENCE SOW PARA 5.1.1		6. REQUIRING OFFICE NUWC CODE 7			
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CDRL A005

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CDRL A001, A002, A003, A004 & A006

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**STATEMENT OF WORK
FOR THE
AUTEC MINEFIELD AND SHALLOW
WATER RANGE (AMSWR)
BERRY ISLANDS, BAHAMAS
CABLE INSTALLATION**

Version 1.0

Date
July 24, 2003
Prepared for
Code 59

Submitted by
Naval Undersea Warfare Center Division Newport
Engineering Test & Evaluation Department, Code 70
Newport, RI 02841

Distribution requests shall be referred to R. Racette, Code 70T, NUWCDIVNPT, (401) 832-5824.



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1.0 BACKGROUND

The US Navy currently has a portable acoustic range offshore of Little Stirrup Cay (Coco Cay) in the Bahamas. Utilization of this range requires that a support ship be moored in a 4-point moor, and connected via a cable to a range of underwater sensors, Portable Tracking System (PTS). In an effort to reduce the operational cost of this asset by eliminating the need for a support ship, the Navy requires the installation of an interface between the “shore end” of the acoustic range sensors and a shore location on Little Stirrup Cay. This interface will be comprised of an optical-electrical-mechanical (OEM) cable and junction boxes. The OEM cable and in-water junction will provide a permanent shore connection for the PTS. The government has previously obtained all the permits and necessary environmental regulations to proceed forward with the installation. There shall be no requirements for the contractor to obtain permits to install the cable.

2.0 SCOPE

The contractor shall install a government furnished (GFE) submarine cable in the Berry Islands, Bahamas. The scope of this work encompasses the planning and execution of the installation of an at-sea junction box, and the OEM cable from the cable end of the existing Portable Tracking System (PTS) in-water array to an onshore cable termination box located on Little Stirrup Cay, Bahamas. The on-shore junction box will be installed separately from this contract. Also included in this effort shall be the installation of a seawater cathode assembly consisting of a cable and metal plate.

Except where otherwise specified, the contractor shall provide all other necessary materials, vessel(s), boat(s), diving equipment, safety equipment, tools, machinery, crane's, vehicles, services and labor required to install the cable. Unless provided as GFE, it is the contractor's responsibility to provide the means to successfully install the cable.

The contractor shall be responsible for all facets of the installation vessel(s). This shall include vessels, boats, barges, inflatable boats, etc., to support all tasks within the Statement of Work. Accommodations, berthing, meals and incidentals shall be provided on the vessels for two government employees. On vessels that do not required overnight berthing such as small boats, accommodations for one government person shall be made.

3.0 APPLICABLE DOCUMENTS

3.1 Government Documents

- 1.) NAVFAC P-307 – Management of Weight Handling Equipment

3.2 Industry Codes and Standards

- 1.) Occupation and Health Standards for General Industry (46 CFR Part 1910) S9086-T4-STM-010/CH-589, section 589-3.7,



- 2.) International Maritime Organization, Code of Safe Practice for Cargo Stowage and Securing, November 1991 by resolution A.714(17)
- 3.) International Maritime Organization, 1994/1995 Amendments to the Code of Safe Practice for Cargo Stowage and Securing, Annex 13
- 4.) ASME B30.9-2000c, Safety Standard for Cableways, Cranes, Derricks, Hoists, Hooks, Jacks and Slings, the American Society of Mechanical Engineers.

4.0 TECHNICAL REQUIREMENTS

Figure 1 identifies the installation site location in reference to West Palm Beach, FL. Figure 2 illustrates the planned cable route. The route was determined to minimize the impact to the environment and optimize the sand depth to facilitate cable burial.

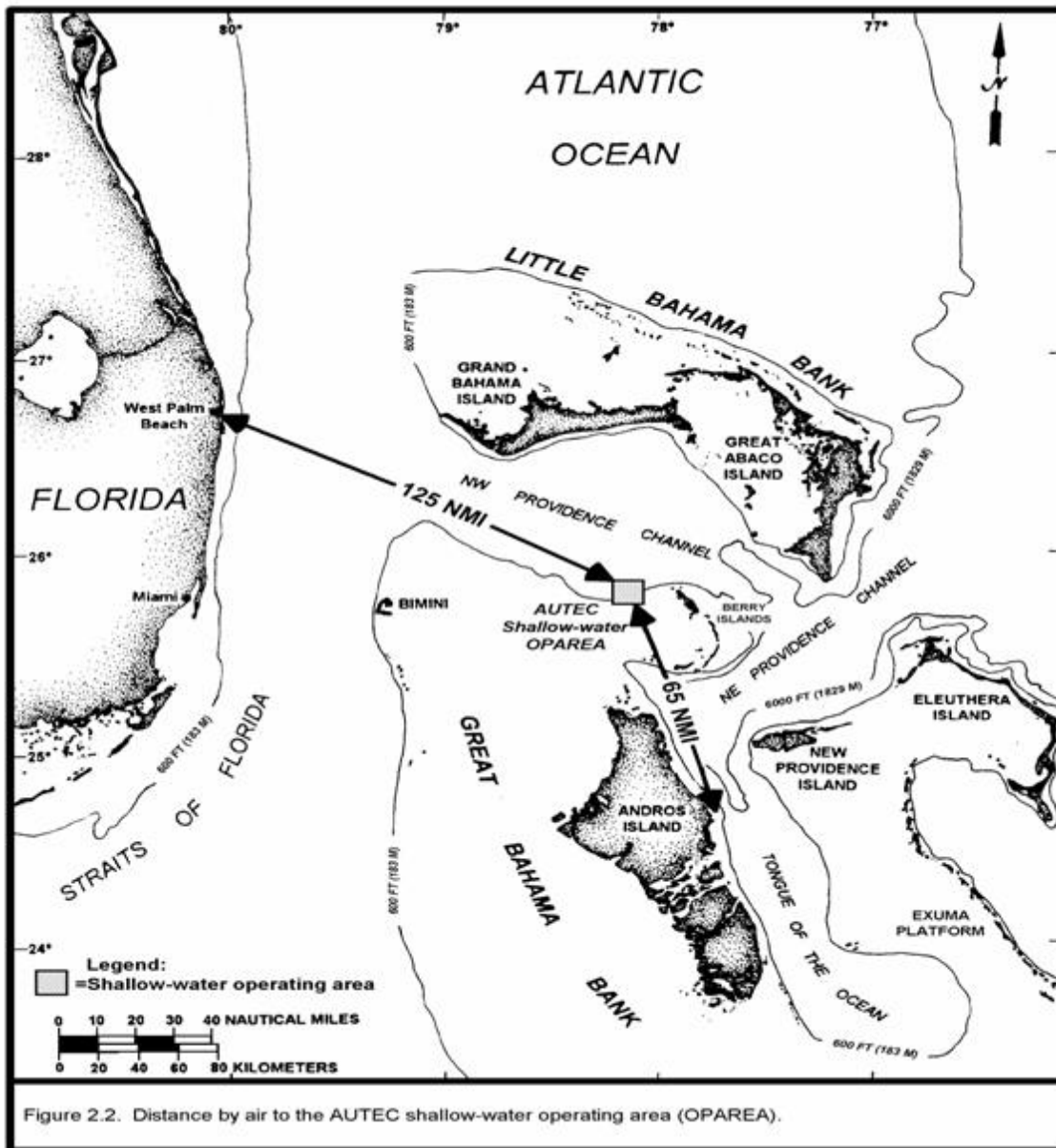


Figure 1 – AMSWR Site Location.

A thorough oceanographic survey of the AUTECH Shallow Water Range and Minefield cable installation site was conducted by the Naval Oceanographic Office (NAVOCEANO) and by Perigee Environmental. The region can be classified as a shallow water carbonate platform that is composed primarily of calcareous sand over a basement of Holocene and Pleistocene substrate.

A high resolution bathymetric survey of this region indicates that the water depth in the area of interest ranges from 0 meters near-shore to a depth of 24 meters at the in-water cable termination point. Variability in water depth along the proposed cable route is due to sand flukes (2 to 6 meter height) and small rock outcrops (less than 2-meter in height). Multi-spectral satellite imagery of this area shows concurrence with the analysis of the bathymetric data in terms of the identification of sand flukes and ancient coral reef structure and rock outcrops.

The GFI cable route has been developed to avoid ancient coral reefs and rock outcrops while attempting to maximize the use of sand flukes for the burial of the cable. The first 400-m from shore is an area of high relief the cable will be surface laid and stabilized in accordance with section 3.2.14. This area is illustrated in Figure 3. Figure 2 illustrates the full cable route from shore to the PTS moorings site. The route is relatively flat increasing with depth from shore to sea. The average depth is 20-m or less. Seventy-five (75%) percent of the cable route is sand sediment. The remaining twenty five (25%) percent is rock. Twenty percent is located at the end of the route near the PTS mooring. The remaining 5% of hard rock near the land.

A sub-bottom profile along the GFI cable route indicates that the sediment ranges in depth from 0 meters near-shore to a maximum depth of 8 meters, with a majority (75%) of the cable route covered by a minimum of 3 meters of sediment. The compositional structure of the sand ranges from unconsolidated granular to semi-consolidated.

Cores (via drilling into the ancient rock) taken in the vicinity of the cable route indicates that the basement structure is composed primarily of Pleistocene and Holocene (25% of the route). Analysis of the cores indicates that the compressive strength of the cored material ranges from a minimum of 1.18-MegaPascals to a maximum of 5-Mega-Pascals.

AUTEC Shallow Water Range - Cable Installation Program

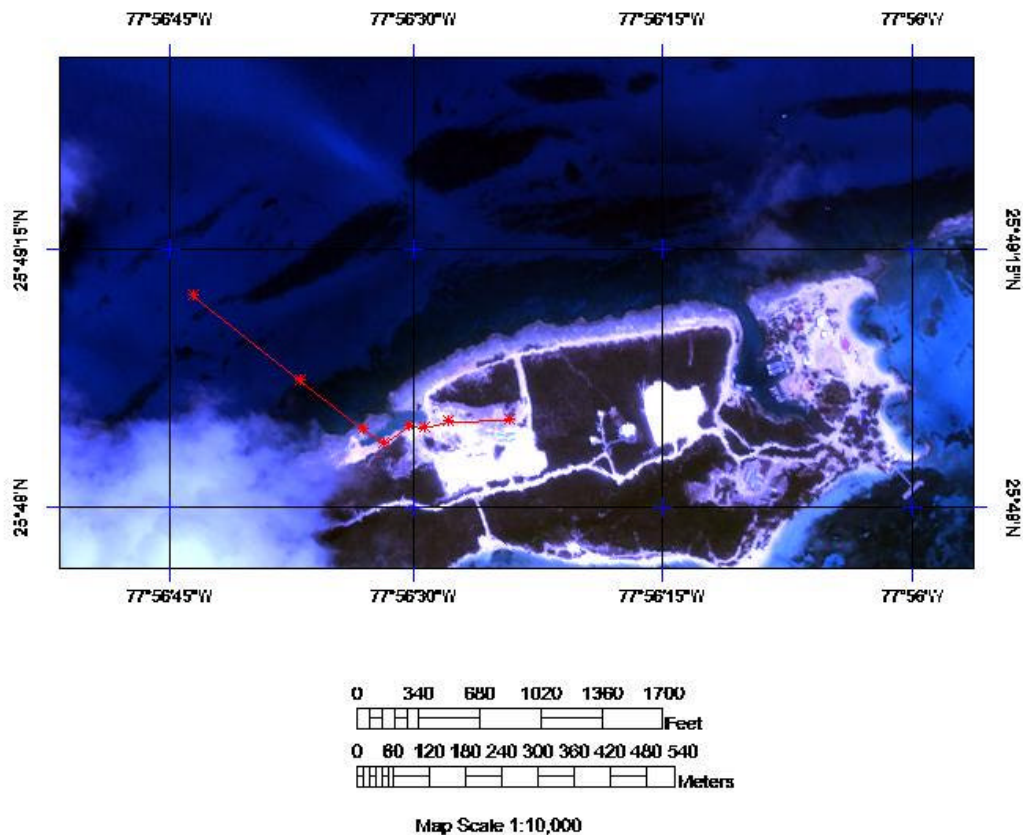


Figure 3 – AMSWR Shore Cable Route.

4.1 Task A: Installation Planning & Cable Schedule

Installation Plan: The contractor shall prepare a cable installation plan per CDRL A001 and perform installation related tasks that are associated with the plan preparation, i.e. visits to the ship staging area, vessel inspections, etc. The Installation Plan shall identify both the at-sea and shore installation activities. The plan shall provide detailed drawings and address the items listed as follows:

- Establishing the Mobilization and staging area (MASA) preparations
- Cable tailoring and panning
- Installation daily schedule
- Deployment vessel(s), boats, etc.
- Cable installation methodology
- Cable stabilization methodology
- Cable payout and monitoring system(s)
- Deployment vessel navigation system
- Project demobilization
- Use of government furnished equipment
- Installation training and safety plans
- Contingency and risk mitigation plans.



The cable route is provided as Government Furnished Information (GFI – Section 6.2.4 herein). This route shall contain coordinates along a horizontal route along the surface of the water. The government will supply the depth along the route such that the contractor can determine the amount of slack required to fill in the varying bottom contours. The cable route is illustrated in figure 2.

During the selection of this route the government performed an oceanographic and geological survey and collected the following: bathymetric contour plots, sub bottom profiles of the cable route and surrounding area, satellite images of area that show sub-bottom features and video and still photographs.

Cable Schedule: Using this information, the contractor shall develop a cable schedule and determine the length of cable required to complete the installation along the GFI cable route per CDRL A002. CDRL A002 shall be a brief technical report summarizing the methodology to obtain the cable schedule as well as tabular positional information. The government will also supply oceanographic survey data as GFI per section 6.2.4 of this SOW. The oceanographic survey data is the result of several site surveys performed by the government.

AUTEC Shallow Water Range - Cable Installation Program

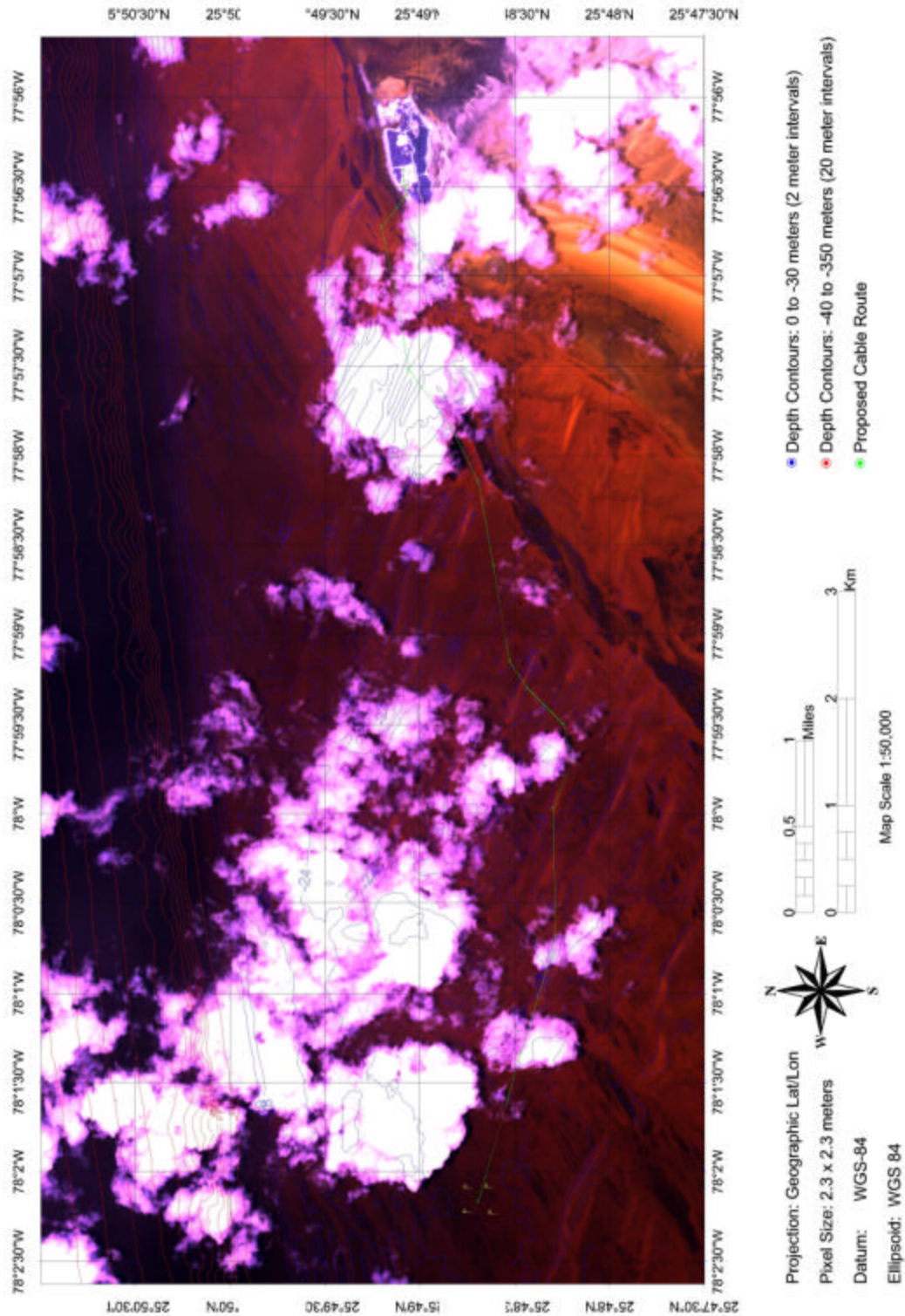


Figure 2 – AMSWR Offshore Cable Route.

4.1.1 Task A: Deliverable Product

The contractor shall provide an Installation Plan per Contract Data Requirements List (CDRL) A001. The contractor shall provide a Cable Schedule technical report per CDRL A002. The proposed format for both is a hard copy and electronic copy. There shall be preliminary and final deliveries of the installation plan per CDRL A001.

4.1.2 Task A: Schedule

The schedule shall be per CDRL A001 and A002. CDRL A002 shall be delivered prior to A001.

4.2 Task B: Cable Preparation for Installation

Task B shall start upon approval of CDRLs A001 & A002. It is estimated that the GFI cable route will require tailoring the original 17.2-km cable length to an estimated length of 11-km of cable. The 17.2-km cable will be provided as Government Furnished Material (GFM). The cable is contained in a cable crib to be provided as GFE. Figure 4 illustrates the cable in the crib. The cable crib is 20' x 16' in length and width weighing 45-tons. The pertinent details of the in-water-junction box will be supplied as GFI that has been previously affixed to the cable. The GFM cable and crib is stored at the Ocean Construction Support Facility (OCSF) in Portsmouth, Virginia. OCSF will be supplied as GFF. The contractor shall prepare and ship this cable to the installation site and return unused government GFM and GFE to the GFF. Illustrated in the figure 5 is the in-water junction that is permanently connected to the sea end of the cable. The sea end of the cable is on top of the cable pile.

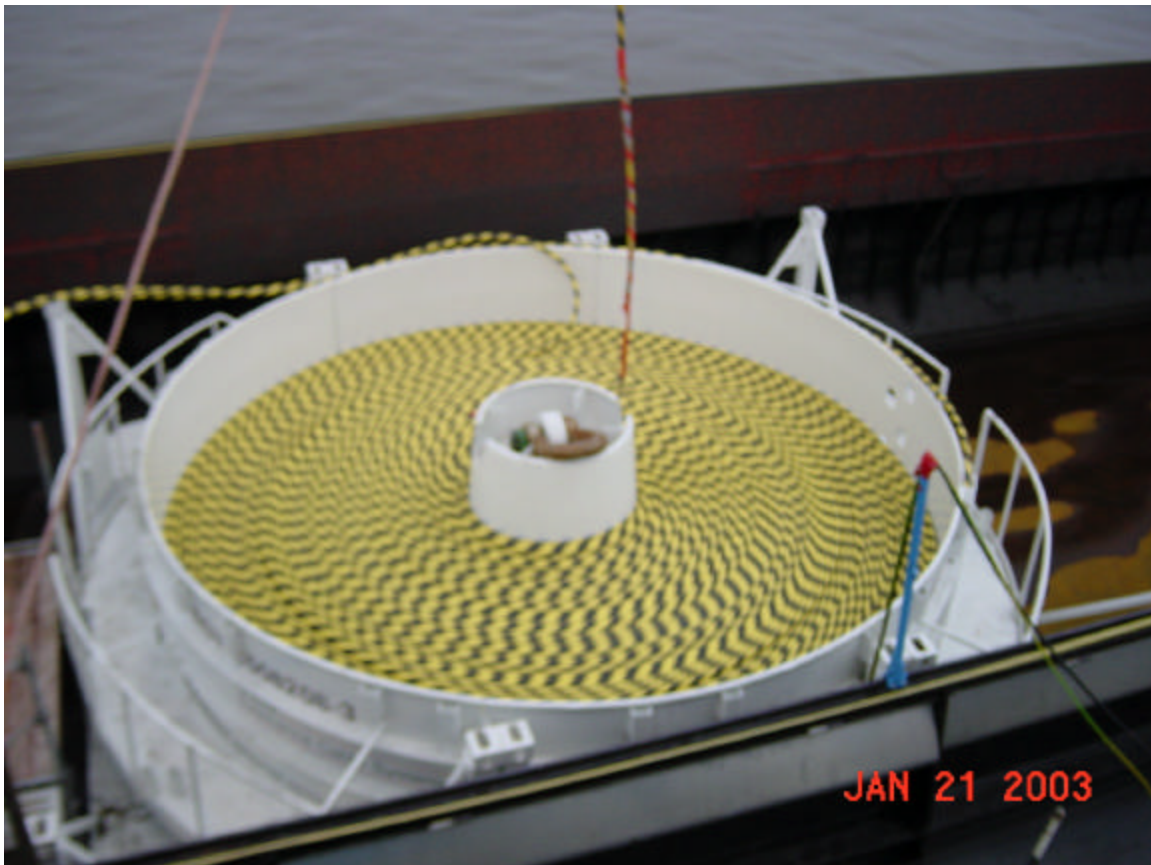


Figure 4 – Cable Crib



Figure 5 – Cable Pan with In-water Junction Box.

4.2.1 Task B: Deliverable Product

There are no CDRL requirements for this task.

4.2.2 Task B: Schedule

The scheduled start for this task shall be immediately following government approval of CDRL A002. The duration of the task shall not exceed 30-calendar days.

4.3 Task C: Cable and Junction Box Installation

Task C shall not begin until government approval of CDRL A001 and A002 has been given. The Contractor shall perform the installation and burial of the GFM cable, offshore junction box and a seawater cathode. The contractor shall be responsible for the proper installation of the undersea cable between the on-shore junction box, through the near shore surf zone, along an approximate 11-km offshore route and the location of the in-water junction box. The in-water junction box (wj-box) shall be located in the center of four mooring buoys. The mooring buoys are annotated in figure 2 as “Portable Tracking System (PTS) Mooring Buoys”. The water depth is a maximum of 24-meters with the deepest end at the iwj-box. The submarine cable shall be installed within 5-meters along the GFE cable route.



Installation shall include the following major activities as follows: performance of deployment platform(s) mobilization at the contractor selected site, deployment of the GFM cable with an in-water junction box, cable burial along the entire route, and stabilization of the in-water junction box with the four branching cables uncoiled from the box. After uncoiling the branching units and strategically placing on the seafloor, the contractor shall recover one branching unit and the existing PTS array cable end. The government will connect these two ends. Following the connection, the contractor shall lower the connection to the seafloor. Also included in this effort shall be the installation of a seawater cathode assembly consisting of a cable and metal plate.

The stabilization of the branching cables will performed in task D. An existing four point moor is available as GFE surrounding the in-water junction box location.

Immediately following the completed installation, the contractor shall perform a survey to verify that the cable has been installed as defined in the approved Installation Plan CDRLs A001 and A002, and verify that the cable burial has been performed per section 5. The Contractor shall prepare an Installation Report summarizing the results per CDRL A003 address the items as follows:

- a) a narrative summary of events during the installation of all major components,
- b) an electronic copy of recorded ship positions during installation,
- c) an electronic copy of the estimated seafloor cable route,
- d) copies of still and/or video pictures taken during all phases of the installation,
- e) Result's from the cable burial verification.
- f) All recorded data as specified in the previous sections.

NOTE: Final Acceptance (per the acceptance terms of the contract – as stated in Clause E14), for the completion of the installation and the inspection survey, is defined as the ship has returned from sea, equipment removed and mobilization site cleaned and closed.

4.3.1 Deployment Platform(s) Charter

The contractor shall be responsible for all facets of the installation vessel(s). This shall include vessels, boats, barges, inflatable boats, etc., to support all tasks within the Statement of Work. Accommodations, berthing, meals and incidentals shall be provided on the vessels for two government employees. On vessels that do not require overnight berthing such as small boats, accommodations for one government person shall be made available.

4.3.2 Mobilization and Staging Area

The mobilization and staging area (MASA) is defined as the site location where the installation platform is loaded with equipment and cable in preparation for the cable deployment. The contractor shall select this location and be responsible for all facets of its operation and cost. The contractor shall be responsible for labor, materials and cost to move the cable pan. The GFF provided is for access to the GFE cable and crib such that it can be prepared for shipment by the contractor to a MASA facility per task B of the Statement of Work.



4.3.3 Cable Deployment

The Government will provide, as GFI, a suggested cable route. The ship's path and speed will be determined by the contractor for placement of the cable on the bottom to within 5 meters of the final contractor planned cable routes.

4.3.4 Cable Burial

The cable shall be buried from a location of 400-meters from the shoreline to within 200-m of the final bottom position of the in-water junction box. The burial depth shall be a minimum of 1-meter. If there are sections that cannot be buried, per the approved Installation Plan (CDRL A001) all suspensions will be removed or stabilized and the contractor shall apply split pipe armor protection. It is anticipated that the cable route does not comprise any of these sections. Reasons for non burial might include an intermittent rock outcrop with a greater than ½-meter relief. If an intermittent rock outcrop is located during the installation, the coordinates will be noted and the cable can be stabilized as part of task D of the Statement of Work.

4.3.5 In-water Junction Box

The in-water junction box shall be deployed per the GFI and as defined in the approved Installation Plan (CDRL A001). The goal is to install the box in the center of the PTS Mooring location. The junction box shall be stabilized and secured/pinned to the seafloor. The seafloor hardness in this area is a maximum of 5-MegaPascals. As part of the installation the four 120-m long branching cable coiled as part of this package will be un-coiled.

4.3.6 PTS Array to In-water Junction Box Connection

Subsequent to the deployment of the iw-jbox, one of the un-coiled branching cables will be raised to the surface. Additionally, the existing government cabled undersea cable will be raised. The government will mate these two cables. The contractor shall deploy the connected cable to the seafloor.

4.3.7 Cable Deployment Monitoring and Navigational Aids

The contractor shall provide a method of monitoring pertinent real-time installation data. The contractor shall display this data in real-time for the government technical representative. The contractor shall include a record of this data in the post installation report per CDRL A003.

4.3.8 On-Shore Junction Box

The shore junction box will have been previously installed. The contractor shall ensure that the cable is landed on the shore with 50-m of spare cable extending past the shore box. The government will connect the cable to this on-shore junction box. If the installation method is shore to sea, the government will terminate the cable at the box prior to the ship moving forward laying cable along the route. The goal is to verify optical and electrical successful performance prior to moving forward.

4.3.9 On-Shore Cable Route

The contractor shall place the cable along the shore per the GFI and the approved Installation Plan (CDRL A001). It is estimated that the cable route on shore from the

rock cutout to the on-shore junction is 300-meters. The cable shall arrive on land through a previously cut opening in the rock shoreline. The cable will cross a small lagoon and turn toward the on-shore junction. The cable on shore shall be buried to 1-meter from the lagoon to the on-shore junction box. Through the lagoon and rock cutout, the cable must blend in with the environment and not distinctly visible to the eye. For example bright orange Uraduct for protecting the cable is not permissible. Figure 3 illustrates the shore cable route.

4.3.10 Cathode Assembly Installation

The contractor shall install the cathode assembly along the same shore route as the cable. The cathode assembly is essentially a ground wire of ½-inch diameter and 500-m long that will connect the shore junction box to a small steel plate that shall be anchored just outside the surf zone. Figure 6 illustrates the cathode assembly.



Figure 6 - Cathode assembly.

4.3.11 Task C: Deliverable Product

The contractor shall deliver an Installation Final Report summarizing the results per CDRL A003.

4.3.12 Task C: Schedule

The installation report shall be delivered per CDRL A003.



4.4 Task D: Cable Stabilization

NOTE: The execution of this task shall occur immediately following the completion of Task C. The contractor shall stabilize and protect the cable using industry standard methods as defined in the approved Installation Plan (CDRL A001) from the shore rock cutout to a distance of 400-m from shore with an approximate maximum depth of 11.5-m. The first 150-m is high relief terrain. The section beyond 150-m to 400-m contains isolated rock outcrops with small relief. Any cable suspensions shall be removed or supported such that there is no premature cable failure due to abrasion. The cable will be pinned/secured to the sea floor such that a boat's anchor cannot snag and retrieve the cable. Each of the four branching cables shall be temporarily stabilized for future recovery of each end. With industry proven techniques, the main cable shall be stabilized and protected from the in-water junction box to the end of cable burial, approximately 200-m distance. This task shall be separate and independent from Task C. The Contractor shall prepare a Cable Stabilization report summarizing the results per CDRL A004 address the following:

- g) a narrative summary of events,
- h) copies of still and/or video pictures taken during all phases of the stabilization,
- i) diagram annotating the method and placement of stabilization items,
- j) Recommendations for future stabilization maintenance.

4.4.1 Task D: Deliverable Product

The contractor shall deliver a cable stabilization final report summarizing the results per CDRL A004.

4.4.2 Task D: Schedule

The schedule shall be per CDRL A004.

4.5 Task E: Post Installation Survey/Verification

4.5.1 Contractor Verification Tasking: Verification of cable burial shall be accomplished as defined in the approved Installation Plan. As part of the post installation survey effort the contractor shall demonstrate the cable has been buried. The verification data shall be part of CDRL 003 per with the statement of work.

Verification of cable stabilization shall be accomplished by industry proven methods and per this SOW. An underwater video shall be one of the industry proven methods. The verification data shall be part of CDRL 004 per with the Statement of Work.

4.5.2 Government Verification Tasking: **NOTE: Verification of cable integrity shall be performed by the government.** The government shall verify that the electrical and optical properties have not changed from the original manufacturer's final test data. The cable properties must have not significantly degraded after performing the installation. This verification will occur immediately upon completion of the mating the branching cable to the PTS array to branching cable connection. Immediate cable integrity checks will be made by the government. These checks will be made during the



installation with the in-water junction box on deck and shall not interfere with the installation unless the results are negative.

5.0 PROGRESS REPORTS AND SPECIAL CONSIDERATIONS

5.1 Progress Reports

5.1.1 Monthly Progress Reports

The Contractor shall prepare a Contractor Progress, Status and Management Report, which documents the technical progress and financial status of the effort on a monthly basis in accordance with CDRL A005.

5.1.2 Progress Reviews

As part of tasks A and B, the contractor shall host the government for a contract kickoff meeting and an installation plan review meeting. The contractor shall supply conference minutes per CDRL A006.

5.2 Special Considerations

5.2.1 Security Classification

The classification of this SOW is UNCLASSIFIED.

5.2.2 Government Furnished Information (GFI)

- Bathymetric contour plots for the site and proposed cable route. (Can provide any desired depth intervals. In addition the raw bathymetric sound data could be made available.)
- Depth profile along the proposed cable route.
- Sub-bottom profile of basement along the proposed cable route (Sediment thickness).
- Rock core analysis information for the site; Compressive strength, abrasion resistance.
- Satellite images of area that show sub-bottom features.
- Side-scan data along proposed cable route.
- The government will supply archived data from the government's oceanographic survey collection. Data will be supplied in the form of video and still photographs.
- The Government will supply the cable route with salient coordinates including the start and finish point along the route.
- Top level assembly drawings of the undersea junction box with physical characteristics.
- Cathode assembly drawings.
- Cable factory acceptance test data.



5.2.3 Place of Performance

Work shall be performed on and offshore of Little Stirrup Cay, Bahamas and Portsmouth, Virginia.

5.2.4 Weather Delays

An excusable weather day shall be defined as conditions that exceed Beaufort wind scale force 4. Force 4 is defined as 1.) 11-16-knot winds, 2.) Sea-surface (Small waves, becoming longer; numerous whitecaps.), 3.) Sea-state 3 and 4.) 0.5 to 1.5 meter wave height. All these conditions must be met to qualify for an excusable weather delay. Meeting one of these four criteria does not constitute an excusable weather delay. The contractor shall perform installation tasks in conditions that are force 4 and less.

JA4 CONTRACT ADMINISTRATION MASTER PLAN (CAMP)

Naval Undersea Warfare Center Division, Newport
Contract Administration Master Plan No. 94-1

Subj: CONTRACT ADMINISTRATION MASTER PLAN (CAMP) FOR CONTRACTOR SUPPORT
OR CONTRACTOR ENGINEERING AND TECHNICAL SERVICES

Ref: (a) NAVSUPINST 4330.7 Service Contract Administration

1. This Master Plan covers services that the Procuring Contracting Officer(PCO) determines shall be obtained on a Cost Plus Fixed Fee, Labor Hour, or Time and Material basis which are contracted for with a performance oriented statement of work (SOW). For those actions not covered under this Master Plan, a separate Contract Administration Plan (CAP) will be generated by the PCO. The contract specifications will cover performance of technically complex work, which will involve intensive quality assurance surveillance, and cost and performance monitoring by technical or engineering specialists within NUWCDIVNPT Technical and Business Departments. Performance of some of the contract administration functions solely by the Defense Contract Management Command (DCMC) is not practical. Therefore, the contract administration functions will be delegated to a Contracting Officer's Representative (COR) to assist the PCO in administration of the subject class of contracts and any orders issued under the contract.
2. Contracting Officer's Representative (COR) duties are detailed in Attachment 1. Only those individuals who have received COR training and possess the requisite technical skills and experience to effectively monitor the subject services will be appointed CORs under this plan. The Commercial Acquisition Department, Code 59, has the responsibility to ensure that personnel appointed as CORs to perform duties in connection with contracts subject to this plan have the necessary qualifications to satisfactorily perform required duties, and are properly monitored to determine they are performing assigned duties. If at any time Code 59 determines assigned duties are not being performed in a satisfactory manner, Code 59 shall take immediate action to advise the respective Department Head so that corrective action (including replacement of personnel, if required) may be taken.
3. A copy of each delegation and rescission of delegation made pursuant to paragraphs 1 and 2 of this plan shall be made a part of the contract files. The Contract must indicate the specific COR responsible for administering services under the particular contract.
4. The PCO shall screen procurement requests for the subject services to determine if they are the type that fall under the provisions of this Master Plan.

COR RESPONSIBILITIES

The COR acts as the representative for the Contracting Officer by performing the following duties:

- a. Monitors contractor performance.
- b. Accomplishes on-site surveillance at NUWCDIVNPT or contractor facility.
- c. Ensures that services remain non-personal in nature.
- d. Ensures that the Contractor performs within the scope of the SOW set forth in the contract or order.
- e. Monitors the use of Government furnished material, property and equipment.
- f. Inspects and accepts or rejects contract services/deliverables and certifies invoices.
- g. Establishes and maintains a standard COR file on assigned contracts/orders.
- h. Notifies the Contracting Officer of any problems in the above areas, and of any anticipated overrun of the estimated or ceiling price of the contract or order.
- i. Provides a written evaluation of contractor performance, via the "Contractor Performance Evaluation Report", to the PCO.
- j. Reviews procurement request prepared by the procurement originator to ensure that it presents a clear description of work to be accomplished and data to be delivered; and reviews or assists the procurement originator in preparing the independent Government estimate of resources (i.e., types and amount of labor, material, travel, etc.) required to perform the work described.

JA5A CERTIFICATE OF PERFORMANCE - CPFF COMPLETION EFFORTS

CONTRACTOR _____ INVOICE NUMBER _____
CONTRACT NO. _____ ORDER NO. _____
PERFORMANCE PERIOD FROM _____ TO _____

TOTAL LABOR HOURS

REGULAR HOURS

OVERTIME HOURS

(Show prime and subcontractor hours; enclose overtime authorization letter.)

<u>TRAVEL DATES</u>	<u>ORIGIN</u>	<u>DESTINATION</u>	<u>MODE OF TRANSPORTATION</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

DESCRIPTION OF SERVICES : _____ PERCENTAGE OF COMPLETION: _____ %

(Describe services in terms of the Contract/Order Statement of Work and CDRL.)

CERTIFICATION. I hereby certify that to the best of my knowledge and belief, the above services were performed as stated above, and that all labor hours and all other costs are allowable and allocable to the Contract/Order.

SIGNATURE: _____
NAME: _____

CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE

ENDORSEMENT. I hereby certify that to the best of my knowledge and belief, the labor charges and other costs described above are appropriate and reflect the work accomplished by the contractor as required by the Contract/Order specified and that the services were performed satisfactorily.

SIGNATURE: _____
NAME: _____

CONTRACTING OFFICER'S REPRESENTATIVE

JA6 GOVERNMENT PROPERTY MADE AVAILABLE

(a) The following are located at NUWCDIVNPT or other Government sites as may be noted herein. Unless specified otherwise, access is on a non-interference and rent-free basis as scheduled with the COR.

(1) LABORATORY FACILITIES (" Bldg #, Room #," or "NONE"):

Government Furnished Facility (GFF)

In accordance with the Government Furnished Property Report, the following will be submitted as GFF:

- The contractor will be provided access to the Ocean Construction Support Facility, St. Juliens Creek Annex, Portsmouth, VA 23703.
- The contractor will be provided access to Naval Undersea Warfare Center Division Newport Detachment AUTEC located at 801 Clematis Street, West Palm Beach, FL 33401.

(b) The following GFE will be provided for contractor possession (use, not title):

Government Furnished Equipment (GFE)

In accordance with the Government Furnished Property Report, the following shall be submitted as GFE:

- Common equipment available at the Ocean Construction Support Facility such as the following: cable transport machines, temporary cable crib, forklifts, small cranes, equipment operators and etc.
- One original cable crib that the cable was delivered in.
- Four point mooring surrounding the junction box location. The PTS mooring will be provided, if required, during the in-water junction box deployment. The mooring can also be utilized during the process of making the PTS array to branching cable connection. Only the at-sea mooring is to be provided. Any materials and equipment to establish the vessel within the mooring shall be the contractor's responsibility. From a top view, the PTS mooring is a square with the length of one side being 700 feet and the diagonal distance to the center is approximately 500 feet. Each leg of the four point moor can handle about 30,000 pounds of horizontal pull individually. Each of the four buoys are 58 inches in outside diameter with a solid piece of steel plate that runs from pole to pole of the buoy (interior to the sphere) and extends past the outline of the buoy to form the upper and lower pad eye's. Each buoy has approximately 3000 pounds of reserve buoyancy. Radar reflectors extend 4-feet above the each buoy. Normally the 3 inch pipe mast with light and reflector is unbolted from the buoy just prior to tying up by a small boat. For reference only, the typical mooring procedure utilized by the government is to outfit a ship with four 4 lines of 2.5-inch Amsteel blue with an 11-ton snap hook at each end. A small boat takes the hook and attaches the Amsteel line from each corner of the vessel that is tying up and clicks it into a Crosby ring shackled into the upper buoy pad eye. After all four lines are attached; the vessel tightens the lines by maneuvering or by deck capstan. The order of approach to each buoy is usually dictated by wind direction.

(c) The following GFM will be provided for incorporation into end products:

Government Furnished Material (GFM)

In accordance with the Government Furnished Property Report, the following shall be submitted as GFM:

- One 17.2-km undersea cable. Attachment (7) of this solicitation package provides the cable's salient characteristics.

NORDDEUTSCHE SEEKABELWERKE GMBH & Co KG

P.O. Box 14 64
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Fax: +49-4731-821520

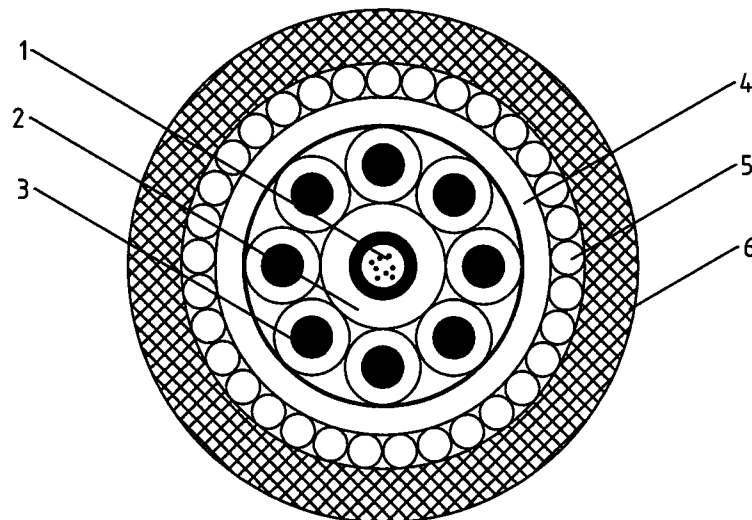


CROSS SECTION 116591

TITLE: Range Cable

Date:
25.11.2002

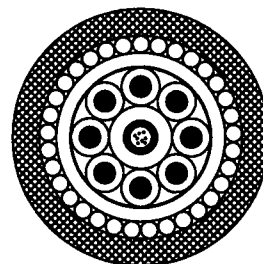
1. FO element (copper tube) with 8 fibres E9/125/250 μ m
2. HDPE jacket, w approx. 2.3 mm
3. 8 cores 6 mm² with HDPE insulation, w = 1.3 mm
4. HDPE jacket, w approx. 2.1 mm
5. One layer of galv. steel wires d = 2.6 mm with bitumen filling
6. Two layers of PP yarns



Scale: 2 : 1

Mechanical characteristics:

outer diameter:	approx.	39 mm
specific gravity:	approx.	2.7 kg/dm ³
weight in air:	approx.	2900 kg/km
weight in seawater:	approx.	1700 kg/km
hydrodynamic constant:	approx.	0.9 m/s
Cable breaking load (CBL):	approx.	250 kN
Dynamic tension (NTTS):	approx.	160 kN
Operational tension (NOTS):	approx.	140 kN
Static tension (NPTS):	approx.	50 kN
recommended bending radius:	approx.	800 mm



MODIFICATION RIGHTS RESERVED

THE DATA MENTIONED IN THIS SPECIFICATION SHEET SERVE FOR DESCRIBING THE CABLE ONLY AND SHOULD NOT BE UNDERSTOOD AS AN ASSURANCE OF PROPERTIES.
COPYING OF THIS DOCUMENT, AND GIVING IT TO OTHERS AND THE USE OR COMMUNICATION OF THE CONTENTS THEREOF, ARE FORBIDDEN WITH EXPRESS AUTHORITY, OFFENDERS ARE LIABLE TO THE PAYMENT OF DAMAGES.
ALL RIGHTS ARE RESERVED IN THE EVENT OF THE GRANT OF A PATENT OR THE REGISTRATION OF A UTILITY MODEL OR DESIGN.

Attachment #17

JA10 COST SUMMARY SHEET

RFP No. _____

Contractor _____ () Subcontractor to _____

MATERIAL

Subcontractor _____	\$ _____
Subcontractor _____	\$ _____
Subcontractor _____	\$ _____
Subcontractor _____	\$ _____
Interdivisional Transfers _____	\$ _____
* Travel and Subsistence _____	\$ _____
* Other Material _____	\$ _____
** Relocation _____	\$ _____
** Telephone _____	\$ _____
** Leases _____	\$ _____
** Royalties _____	\$ _____
** Equipment _____	\$ _____
** Parking _____	\$ _____
** Cost Center _____	\$ _____
** Cost Center _____	\$ _____
** Cost Center _____	\$ _____
** Cost Center _____	\$ _____
FY _____ FY _____ FY _____ FY _____	
Material Handling Rates: _____ % _____ % _____ % _____ %	\$ _____
Subtotal	\$ _____

LABOR

Labor costs (no Overtime Premium)	\$ _____
Overtime Premium	\$ _____
Effective date of Labor rates _____	
Annual Escalation Rate: _____ %	

INDIRECT COSTS	FY _____	FY _____	FY _____	FY _____	
*** Fringe Benefits	Rates: _____ %	_____ %	_____ %	_____ %	\$ _____
*** Overhead	Rates: _____ %	_____ %	_____ %	_____ %	\$ _____
*** Other Indirect	Rates: _____ %	_____ %	_____ %	_____ %	\$ _____
*** Gen. & Admin.	Rates: _____ %	_____ %	_____ %	_____ %	\$ _____

Annual Accounting Period begins: _____

Other _____	\$ _____
FCCM Treasury Rate: _____ %	\$ _____

Cost Total	\$ _____
Fee	\$ _____
CPFF Total	\$ _____

- * Estimates from provision entitled "Cost Proposal"
 - ** See the clause in Section H entitled "Travel and Material Costs"
 - *** FY denotes Contractor's fiscal year.
- If rates are too complex to fit, provide schedule.

JA12 COMMENTS IN THE INTEREST OF COMPETITION

The Competition Advocate (CA) of the Naval Undersea Warfare Center (NUWC) Division, Newport is charged with maximizing competition for NUWCDIVNPT procurements. In pursuit of this goal, the CA seeks to ensure that all competitive solicitations are formed in such manner as to not be unduly restrictive, and to be feasibly performed by several competitors.

Parties with suggestions regarding means by which NUWCDIVNPT can increase competition are encouraged to submit letters to:

Naval Undersea Warfare Center Division, Newport
Competition Advocate c/o Code 59, Building 11
Simonpietri Drive
Newport, RI 02841-1708

The CA especially desires information regarding aspects of NUWCDIVNPT solicitations which have influenced firms' decisions not to propose. If suggestions relate to specific solicitations, please include relevant extracts.

Comments requested herein are for planning purposes only; parties wishing to affect current solicitations should contact the Contracting Officer.